

U.S. Department of  
Homeland Security

United States  
Coast Guard



Command  
United States Coast Guard

2100 Second Street, S.W.  
Washington, DC 20593-0001  
Staff Symbol: CG-9124  
Phone: (202) 475-3298  
Fax: (202) 475-3912  
Email: Kerri.B.Williams@uscg.mil

4200  
December 21, 2007

TO ALL OFFERORS

**SUBJECT:** Request for Proposal No. HSCG23-08-R-ADA011, Nationwide Automatic Identification System Increment 2 Phase 1

We are pleased to provide you with the Request for Proposal (RFP) for the Nationwide Automatic Identification System (NAIS) Increment 2 Phase 1 requirement. The Government intends to award one contract for this effort.

The RFP will be posted electronically via the Federal Business Opportunities website at <http://www.fedbizopps.gov> and [www.naisproject.net](http://www.naisproject.net). A hardcopy of the RFP will not be issued. Proposals shall be submitted as specified in Section L.4.12 to the above-referenced office NLT 3:00 P.M. Eastern Standard Time (EST) on March 6, 2008. Proposals shall be delivered as follows:

**For US Mail delivery:**

Commandant (CG-9124/KBW)  
ATTN: Kerri B. Williams  
U.S. Coast Guard Headquarters  
2100 Second Street S.W., Suite 11-0703  
Washington, D.C. 20593-0001  
M/F: HSCG23-08-R-ADA011

**For commercial courier and hand-carried deliveries:**

U.S. Coast Guard (CG-9124/KBW)  
Attn: Kerri B. Williams  
1900 Half St. S.W., Suite 11-0703  
Washington, DC 20593-0001  
M/F: HSCG23-08-R-ADA011

The hardcopy of Standard Form 33 "Solicitation, Offer and Award" with original signatures must be included in the original copy of your proposal.

This acquisition is for NAIS Increment 2, Phase 1 Automatic Identification System (AIS) receive and transmit coverage nationwide. During this phase, the Government intends to award a single contract to procure the services and system components to establish the core capability of the NAIS and implement AIS receive and transmit coverage for three

(3) designated Coast Guard Sectors. Successful delivery of this capability at these three sectors will mark Initial Operational Capability (IOC) for the NAIS Increment 2.

The Coast Guard intends to deploy the NAIS design solution nationwide. Increment 2 Phase 2 will focus on achieving coverage through build-out of sites in the Sectors not covered by IOC. Increment 2 Phase 2, will be a separate procurement action. The Increment 2 Phase 2 procurement is anticipated to be awarded via multiple award contracts for remote site work and installation (e.g., site design, site construction or modification and installation of equipment) to implement the necessary physical shore stations and logical shore stations to establish nationwide coverage.


The USCG will host a site visit at the Coast Guard Training Center in Cape May, New Jersey on January 8, 2008 to familiarize prospective Offerors with the infrastructure relevant to the NAIS procurement. Presentations will be provided on NAIS/Rescue-21 integration testing, existing Rescue-21 sites within the designated IOC Sectors, Sector Command Centers within the IOC Sectors, NAIS Increment-1 sites within the IOC Sectors and USCG Centers of Excellence, including the Coast Guard Navigation Center (NAVCEN) and the Operations System Center (OSC, Martinsburg, WV) facilities and capabilities.

All questions must be submitted to the Coast Guard via the Internet website: [www.naisproject.net](http://www.naisproject.net) no later than 3:00 PM Eastern Standard Time on Thursday, January 31, 2008. Answers to questions will be posted to the websites identified above. Whenever possible, the Contracting Officer will reshape the questions received to allow a response to all Offerors without incorporating information that identifies individual potential Offerors. Questions received after the above cutoff date and time may not be answered. Submission of questions and any resulting answers from the Government will not require the Contracting Officer to extend the solicitation closing date.

Only proposals submitted in accordance with the Proposal Preparation Instructions of this solicitation will be evaluated. Amendments, should they be required, will be released via website at [www.naisproject.net](http://www.naisproject.net) and <http://www.fedbizopps.gov>. The Contracting Officer will notify Offerors when amendments are posted and available.

Direct all routine communications concerning this acquisition to the undersigned at (202) 475-3298 or [kerri.b.williams@uscg.mil](mailto:kerri.b.williams@uscg.mil). Offerors are reminded that the Contracting Officer is the sole focal point for all inquiries. The fax number is (202) 475-3912. We appreciate your interest in our program and look forward to your response.

Sincerely,



KERRI B. WILLIAMS  
Contracting Officer



# Acquisition Directorate

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## Nationwide Automatic Identification System Project

# RFP for the Nationwide Automatic Identification System Increment 2, Phase 1

December 21, 2007

Version 1.0



Homeland  
Security

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**PART I – THE SCHEDULE**

**SECTION A – SOLICITATION, OFFER, AND AWARD**

## PART I – THE SCHEDULE

### SECTION A – SOLICITATION, OFFER, AND AWARD

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF 1   221 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. HSCG23-08-R-ADA011		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/20/07	
6. REQUISITION/PURCHASE NO. 21082238ADA011		7. ISSUED BY Commandant United States Coast Guard 2100 Second Street, SW Washington, DC 20593-0001		8. ADDRESS OFFER TO (If other than Item 7) ATTN: Kerri B. Williams, CG-9124, Jemal Building 11-0703		CODE CG-939	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>USCG Headquarters</u> until <u>1500</u> local time <u>03-06-2008</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Kerri B. Williams		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 475-3298		C. E-MAIL ADDRESS	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	26
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	87	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	28
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	29
X	F	DELIVERIES OR PERFORMANCE	7	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	39
X	G	CONTRACT ADMINISTRATION DATA	7	X	M	EVALUATION FACTORS FOR AWARD	4
X	H	SPECIAL CONTRACT REQUIREMENTS	19				
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
		<input type="checkbox"/>					
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			
				ITEM			
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							
Authorized for Local Reproduction PREVIOUS EDITION NOT USABLE				STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR (48 CFR) 53.214(c)			
<div style="border: 1px solid black; padding: 2px 10px;">Reset</div>							

### Section A – Solicitation, Offer, and Award

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**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 CONTRACT LINE ITEM NUMBER (CLIN) DESCRIPTIONS**

**B.1.1 Base Contract Period (Date of Contract Award plus 24 Months):**

**B.1.1.1 Delivery of NAIS Core, IOC and Initial Support During Base Period:**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Fee</b>	<b>Amount</b>
0001	Contractor shall provide NAIS Core Capability and support of Government-Led Testing in accordance with Attachment J.1, SOW Section 3.1.1, including 3.1.1.1 through 3.1.1.9 and all subordinate sections and Attachment J.2, PSPEC. (CPIF)	<b>1</b>	<b>Job</b>		
	Target Cost			\$ _____	
	Target Fee			\$ _____	
	Total Target Cost Plus Fee				\$ _____
	Maximum Fee			\$ _____	
	Minimum Fee			\$ _____	
	Share Ratio Above Target			_____	
	Share Ratio Below Target			_____	
0001AA	Other Direct Costs (Including Subcontractor Costs, Material and Equipment)			<b>NSP</b>	<b>NSP</b>
0001AB	Data Deliverables for CLIN 0001 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 0001 (Target Cost Plus Fee)</b>					<b>\$ _____</b>



Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
0002 OPTION	Contractor shall establish Initial Operational Capability (IOC) AIS coverage for Sub-CLINs 0002AA – 0002CB in accordance with Attachment J.1, SOW, Sections 3.1.1 and 3.1.2 (including all subordinate sections) and Attachment J.2, PSPEC. (CPFF)				
0002AA OPTION	AIS coverage for IOC Sector <b>Delaware Bay</b> (See SOW Section 3.1.2.2, including subordinate sections) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Est. Cost Plus Fee				\$ _____
0002AB OPTION	Other Direct Costs (Including Subcontractor Costs, Material and Equipment)			<b>NSP</b>	<b>NSP</b>
	<b>Subtotal for 0002AA – 0002AB</b> (Total Estimated Cost Plus Fee)				\$ _____
0002BA OPTION	AIS coverage for IOC Sector <b>Hampton Roads</b> (See SOW Section 3.1.2.3, including subordinate sections) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Est. Cost Plus Fee				\$ _____
0002BB OPTION	Other Direct Costs (Including Subcontractor Costs, Material and Equipment)			<b>NSP</b>	<b>NSP</b>
	<b>Subtotal for 0002BA – 0002BB</b> (Total Estimated Cost Plus Fee)				\$ _____

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
0002CA OPTION	AIS coverage for IOC Sector <b>Mobile</b> (See SOW Section 3.1.2.4, including subordinate sections) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Est. Cost Plus Fee				\$ _____
0002CB OPTION	Other Direct Costs (Including Subcontractor Costs, Material and Equipment)			NSP	NSP
	<b>Subtotal for 0002CA – 0002CB</b> (Total Estimated Cost Plus Fee)				\$ _____
	<b>Subtotal for CLIN 0002</b> (Sum of subtotals for CLINs 0002AA -0002CB):				\$ _____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
0003 OPTION	Initial Logistics Support Deliverables and Services (Includes Field Support Desk Operations, Initial Preventative Maintenance and Warranty Administration, Initial Corrective Maintenance, Initial Spares, Training Services and Technical Data Maintenance and IETM Support and Transition) (See SOW Section 3.1.3.2) (CPFF)				
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost Plus Fee				\$_____
0003AA OPTION	Other Direct Costs related to CLIN 0003 (Including Subcontractor Costs, Material and Equipment)			NSP	NSP
0003AB OPTION	Data Deliverables for CLIN 0003 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 0003 (Sum of CLINs 0003AA-0003AB)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0004	CLINs 0001-0003 Travel (Estimated Cost)				
0004AA	CLIN 0001 Travel (See SOW Section 3.1.1.10) (Estimated Cost)				\$_____
0004AB OPTION	CLIN 0002 Travel (See SOW Section 3.1.2.2.7) (Estimated Cost)				\$_____
0004AC OPTION	CLIN 0003 Travel (See SOW Section 3.1.3.2.7) (Estimated Cost)				\$_____
<b>Subtotal for CLIN 0004</b> (Sum of CLINs 0004AA-AC)					\$_____

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
0005-0009	Not Used			\$0.00	\$0.00

**B.1.1.2 Options for Equipment During Base Period:**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0010 OPTION	Site Equipment, Configuration, Testing and Shipment for Full Operational Capability (FOC) (Sectors beyond IOC).				
0010AA OPTION	Equipment for SCCs or Other LSS Locations (See SOW 3.1.3.3.1.) (FFP)	3	Each	\$_____	\$_____
0010AB OPTION	Equipment for PSSs at leased or new build sites not located with existing USCG equipment (See SOW 3.1.3.3.2.) (FFP)	3	Each	\$_____	\$_____
0010AC OPTION	Equipment for PSSs at sites located with existing USCG equipment (See SOW 3.1.3.3.3.) (FFP)	16	Each	\$_____	\$_____
0010AD OPTION	Shipping (Estimated Cost)				\$_____
<b>Subtotal for CLIN 0010 (Sum of CLINs 0010AA – 0010AC)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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**B.1.1.3. Options for Sector Survey and Coverage Design Deliverables and Services During Base Period**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
0011 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Baltimore</b> (CPFF)				
0011AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Baltimore</b> See SOW 3.1.3.4) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
0011AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
0011AC OPTION	Travel (Estimated Cost )				\$ _____
0011AD OPTION	Data Deliverables for CLIN 0011 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 0011 (Sum of CLINs 0011AA – 0011AD)</b>					<b>\$ _____</b>



Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
0012	Sector Survey and Coverage				
OPTION	Design Deliverables and Services for <b>Sector Jacksonville</b> (CPFF)				
0012AA	Sector Survey and Coverage	<b>1</b>	<b>Job</b>		
OPTION	Design Deliverables and Services for <b>Sector Jacksonville</b> (See SOW 3.1.3.5) (CPFF)				
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
0012AB	Other Direct Costs (Including			<b>NSP</b>	<b>NSP</b>
OPTION	Subcontractor Costs)				
0012AC					
OPTION	Travel (Estimated Cost )				\$_____
0012AD	Data Deliverables for CLIN			<b>NSP</b>	<b>NSP</b>
OPTION	0012 (See Section J.3)				
<b>Subtotal for CLIN 0012 (Sum of CLINs 0012AA – 0012AD)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
0013 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Long Island</b> (CPFF)				
0013AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Long Island</b> (See SOW 3.1.3.6) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
0013AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
0013AC OPTION	Travel (Estimated Cost )				\$_____
0013AD OPTION	Data Deliverables for CLIN 0013 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 0013 (Sum of CLINs 0013AA – 0013AD)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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## B.1.2 Contract Option Periods

**Contract Option Periods (Each Option Period is 12 Months).** If all option periods are exercised, the total period of performance for the base period and all option periods is 96 months.

### B.1.2.1 Contract Option Period One (1)

#### B.1.2.1.1 Systems Engineering and Initial Support During Option Period One (1)

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1001 OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) in accordance with SOW Section 3.1.3.1.2 (CPFF)				
1001AA OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
1001AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1001AC OPTION	Data Deliverables for CLIN 1001 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1001 (Sum of CLINs 1001AA – 1001AC)</b>					\$ _____

## Section B – Supplies or Services and Prices/Costs

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1002	<b>Not Applicable</b> (Not Used in Option Periods)				<b>\$0.00</b>

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1003	Initial Logistics Support	<b>1</b>	<b>Job</b>		
OPTION	Deliverables and Services (Includes Field Support Desk Operations, Initial Preventative Maintenance and Warranty Administration, Initial Corrective Maintenance, Initial Spares, Training Services and Technical Data Maintenance and IETM Support and Transition) (See SOW 3.1.3.2) (CPFF)				
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost Plus Fee				\$ _____
1003AA	Other Direct Costs related to			<b>NSP</b>	<b>NSP</b>
OPTION	CLIN 1003 (Including Subcontractor Costs, Material and Equipment)				
1003AB	Data Deliverables for CLIN			<b>NSP</b>	<b>NSP</b>
OPTION	1003 (See Section J.3)				
<b>Subtotal for CLIN 1003 (Sum of CLINs 1003AA-1003AB)</b>					<b>\$ _____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1004 OPTION	CLINs 1001-1003 Travel (Estimated Cost)				
1004AA OPTION	CLIN 1001 Travel (See SOW 3.1.1.10) (Estimated Cost)				\$_____
1004AB OPTION	Not Used				
1004AC OPTION	CLIN 1003 Travel (See SOW 3.1.3.2.7) (Estimated Cost)				\$_____
<b>Subtotal for CLIN 1004</b> (Sum of CLINs 1004AA-1004AC)					\$_____

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1005-1009	Not Used			<b>\$0.00</b>	<b>\$0.00</b>

**Section B – Supplies or Services and Prices/Costs**

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**B.1.2.1.2 Options for Equipment During Option Period One (1)**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1010 OPTION	Site Equipment Acquisition, Configuration, Testing and Shipment (See SOW 3.1.3.3).				
1010AA OPTION	Equipment for SCCs or Other LSS Locations (See SOW 3.1.3.3.1) (FFP)	<b>8</b>	<b>Each</b>	\$_____	\$_____
1010AB OPTION	Equipment for PSSs at leased or new build sites not located with existing USCG equipment (See SOW 3.1.3.3.2) (FFP)	<b>18</b>	<b>Each</b>	\$_____	\$_____
1010AC OPTION	Equipment for PSSs at sites located with existing USCG equipment (See SOW 3.1.3.3.3) (FFP)	<b>42</b>	<b>Each</b>	\$_____	\$_____
1010AD OPTION	Shipping (Estimated Cost)				\$_____
<b>Subtotal for CLIN 1010 (Sum of CLINs 1010AA – 1010AC)</b>					<b>\$_____</b>



**B.1.2.1.3 Options for Sector Survey and Coverage Design Deliverables and Services  
During Option Period One (1)**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1011 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Baltimore</b> (CPFF)				
1011AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Baltimore</b> (See SOW 3.1.3.4) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
1011AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
1011AC OPTION	Travel (Estimated Cost )				\$ _____
1011AD OPTION	Data Deliverables for CLIN 1011 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 1011 (Sum of CLINs 1011AA –1011AD):</b>					<b>\$ _____</b>

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1012 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Jacksonville</b> (CPFF)				
1012AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Jacksonville</b> (See SOW 3.1.3.5) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1012AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1012AC OPTION	Travel (Estimated Cost )				\$_____
1012AD OPTION	Data Deliverables for CLIN 1012 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1012 (Sum of CLINs 1012AA –1012AD)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1013 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Long Island</b> (CPFF)				
1013AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Long Island</b> (See SOW 3.1.3.6) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1013AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1013AC OPTION	Travel (Estimated Cost )				\$_____
1013AD OPTION	Data Deliverables for CLIN 1013 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1013 (Sum of CLINs 1013AA –1013AD)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1014 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector New York</b> (CPFF)				
1014AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector New York</b> (See SOW 3.1.3.7) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1014AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1014AC OPTION	Travel (Estimated Cost )				\$_____
1014AD OPTION	Data Deliverables for CLIN 1014 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1014 (Sum of CLINs 1014AA –1014AD)</b>					\$_____

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1015 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector St. Petersburg</b> (CPFF)				
1015AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector St. Petersburg</b> (See SOW 3.1.3.8) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
1015AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
1015AC OPTION	Travel (Estimated Cost )				\$ _____
1015AD OPTION	Data Deliverables for CLIN 1015 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 1015 (Sum of CLINs 1015AA –1015AD)</b>					<b>\$ _____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1016 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Portland</b> (CPFF)				
1016AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Portland</b> (See SOW 3.1.3.9) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1016AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1016AC OPTION	Travel (Estimated Cost )				\$_____
1016AD OPTION	Data Deliverables for CLIN 1016 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1016 (Sum of CLINs 1016AA –1016AD)</b>					\$_____

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1017 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Seattle</b> (CPFF)				
1017AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Seattle</b> (See SOW 3.1.3.10) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1017AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1017AC OPTION	Travel (Estimated Cost )				\$_____
1017AD OPTION	Data Deliverables for CLIN 1017 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1017 (Sum of CLINs 1017AA –1017AD)</b>					\$_____

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1018 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Miami</b> (CPFF)				
1018AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Miami</b> (See SOW 3.1.3.11) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1018AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1018AC OPTION	Travel (Estimated Cost )				\$_____
1018AD OPTION	Data Deliverables for CLIN 1018 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1018 (Sum of CLINs 1018AA –1018AD)</b>					\$_____

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1019 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Key West</b> (CPFF)				
1019AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Key West</b> (See SOW 3.1.3.12) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1019AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1019AC OPTION	Travel (Estimated Cost )				\$_____
1019AD OPTION	Data Deliverables for CLIN 1019 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1019 (Sum of CLINs 1019AA –1019AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1020 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Corpus Christi</b> (CPFF)				
1020AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Corpus Christi</b> (See SOW 3.1.3.13) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1020AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1020AC OPTION	Travel (Estimated Cost )				\$_____
1020AD OPTION	Data Deliverables for CLIN 1020 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1020 (Sum of CLINs 1020AA –1020AD)</b>					<b>\$_____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
1021 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Houston- Galveston</b> (CPFF)				
1021AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Houston- Galveston</b> (See SOW 3.1.3.14) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
1021AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
1021AC OPTION	Travel (Estimated Cost )				\$_____
1021AD OPTION	Data Deliverables for CLIN 1021 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 1021 (Sum of CLINs 1021AA –1021AD)</b>					<b>\$_____</b>

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**B.1.2.2 Contract Option Period Two (2)**

**B.1.2.2.1 Systems Engineering and Initial Support During Option Period Two (2)**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2001 OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (See SOW 3.1.3.1.2) (CPFF)				
2001AA OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (CPFF) Total Estimated Cost Fixed Fee Total Estimated Cost + Fee	<b>1</b>	<b>Job</b>	 \$ _____ \$ _____	  \$ _____
2001AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
2001AC OPTION	Data Deliverables for CLIN 2001 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 2001 (Sum of CLINs 2001AA – 2001AC)</b>					<b>\$ _____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2002	<b>Not Applicable</b> (Not Used in Option Periods)				<b>\$0.00</b>

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2003 OPTION	Initial Logistics Support Deliverables and Services (Includes Field Support Desk Operations, Initial Preventative Maintenance and Warranty Administration, Initial Corrective Maintenance, Initial Spares, Training Services and Technical Data Maintenance and IETM Support and Transition) (See SOW Section 3.1.3.2) (CPFF)				
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost Plus Fee				\$ _____

2003AA OPTION	Other Direct Costs related to CLIN 2003 (Including Subcontractor Costs, Material and Equipment)			NSP	NSP
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2003AB OPTION	Data Deliverables for CLIN 2003 (See Section J.3)			NSP	NSP
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<b>Subtotal for CLIN 2003 (Sum of CLINs 2003AA-2003AB)</b>					<b>\$ _____</b>
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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2004 OPTION	CLINs 2001-2003 Travel (Estimated Cost)				
2004AA OPTION	CLIN 2001 Travel (See SOW 3.1.1.10) (Estimated Cost)				\$_____
2004AB OPTION	Not Used				
2004AC OPTION	CLIN 2003 Travel (See SOW 3.1.3.2.7) (Estimated Cost)				\$_____
Subtotal for CLIN 2004 (Sum of CLINs 2004AA-2004AC)					\$_____

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2005- 2009	Not Used			\$0.00	\$0.00

**B.1.2.2.2 Options for Equipment During Option Period Two (2)**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
2010 OPTION	Site Equipment Acquisition, Configuration, Testing and Shipment (See SOW 3.1.3.3).				
2010AA OPTION	Equipment for SCCs or Other LSS Locations (See SOW 3.1.3.3.1) (FFP)	<b>9</b>	<b>Each</b>	\$_____	\$_____
2010AB OPTION	Equipment for PSSs at leased or new build sites not located with existing USCG equipment (See SOW 3.1.3.3.2) (FFP)	<b>12</b>	<b>Each</b>	\$_____	\$_____
2010AC OPTION	Equipment for PSSs at sites located with existing USCG equipment (See SOW 3.1.3.3.3) (FFP)	<b>79</b>	<b>Each</b>	\$_____	\$_____
2010AD OPTION	Shipping (Estimated Cost)				\$_____
<b>Subtotal for CLIN 2010 (Sum of CLINs 2010AA – 2010AC)</b>					<b>\$_____</b>

**B.1.2.2.3 Options for Sector Survey and Coverage Design Deliverables and Services During Option Period Two (2)**

Item No.	Supplies/Services Reserved	Quantity	Unit	Cost/Fee	Amount
2011-2017					
<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Fee</b>	<b>Amount</b>
2018 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Miami</b> (CPFF)				
2018AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Miami</b> (See SOW 3.1.3.11) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
2018AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
2018AC OPTION	Travel (Estimated Cost )				\$ _____
2018AD OPTION	Data Deliverables for CLIN 2018 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 2018 (Sum of CLINs 2018AA –2018AD)</b>					<b>\$ _____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2019 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Key West</b> (CPFF)				
2019AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Key West</b> (See SOW 3.1.3.12) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
2019AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2019AC OPTION	Travel (Estimated Cost )				\$_____
2019AD OPTION	Data Deliverables for CLIN 2019 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2019 (Sum of CLINs 2019AA –2019AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2020 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Corpus Christi</b> (CPFF)				
2020AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Corpus Christi</b> (See SOW 3.1.3.13) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
2020AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2020AC OPTION	Travel (Estimated Cost )				\$_____
2020AD OPTION	Data Deliverables for CLIN 2020 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2020 (Sum of CLINs 2020AA –2020AD):</b>					<b>\$_____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2021 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Houston- Galveston</b> (CPFF)				
2021AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Houston- Galveston</b> (See SOW 3.1.3.14) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
2021AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2021AC OPTION	Travel (Estimated Cost )				\$_____
2021AD OPTION	Data Deliverables for CLIN 2021 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2021 (Sum of CLINs 2021AA –2021AD)</b>					<b>\$_____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2022 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector New Orleans</b> (CPFF)				
2022AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector New Orleans</b> (See SOW 3.1.3.15)(CPFF) Total Estimated Cost Fixed Fee Total Estimated Cost + Fee	1	Job	  \$ _____ \$ _____	   \$ _____
2022AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2022AC OPTION	Travel (Estimated Cost )				\$ _____
2022AD OPTION	Data Deliverables for CLIN 2022 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2022(Sum of CLINs 2022AA –2022AD)</b>					\$ _____

**Section B – Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2023 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Boston</b> (CPFF)				
2023AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Boston</b> (See SOW 3.1.3.16) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
2023AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2023AC OPTION	Travel (Estimated Cost )				\$_____
2023AD OPTION	Data Deliverables for CLIN 2023 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2023(Sum of CLINs 2023AA –2023AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2024 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Southeastern New England</b> (CPFF)				
2024AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Southeastern New England</b> (See SOW 3.1.3.17) (CPFF) Total Estimated Cost Fixed Fee Total Estimated Cost + Fee	1	Job	  \$ _____ \$ _____	   \$ _____
2024AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2024AC OPTION	Travel (Estimated Cost )				\$ _____
2024AD OPTION	Data Deliverables for CLIN 2024 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2024 (Sum of CLINs 2024AA –2024AD):</b>					<b>\$ _____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2025 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Northern New England</b> (CPFF)				
2025AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Northern New England</b> (See SOW 3.1.3.18) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
2025AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2025AC OPTION	Travel (Estimated Cost )				\$ _____
2025AD OPTION	Data Deliverables for CLIN 2025 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2025 (Sum of CLINs 2025AA –2025AD)</b>					\$ _____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2026 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Diego</b> (CPFF)				
2026AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Diego</b> (See SOW 3.1.3.19) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
2026AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2026AC OPTION	Travel (Estimated Cost )				\$_____
2026AD OPTION	Data Deliverables for CLIN 2026 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2026 (Sum of CLINs 2026AA –2026AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
2027 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Los Angeles-Long Beach</b> (CPFF)				
2027AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Los Angeles-Long Beach</b> (See SOW 3.1.3.20) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
2027AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
2027AC OPTION	Travel (Estimated Cost )				\$ _____
2027AD OPTION	Data Deliverables for CLIN 2027 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 2027 (Sum of CLINs 2027AA –2027AD)</b>					\$ _____

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**B.1.2.3 Contract Option Period Three (3)**

**B.1.2.3.1 Systems Engineering and Initial Support Option Period Three (3)**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3001 OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (See SOW 3.1.3.1.2)(CPFF)				
3001AA OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (CPFF) Total Estimated Cost Fixed Fee Total Estimated Cost + Fee	<b>1</b>	<b>Job</b>	   \$ _____ \$ _____	   \$ _____
3001AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
3001AC OPTION	Data Deliverables for CLIN 3001 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 3001 (Sum of CLINs 3001AA – 3001AC):</b>					\$ _____
3002	<b>Not Applicable</b> (Not Used in Option Periods)				<b>\$0.00</b>

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3003 OPTION	Initial Logistics Support Deliverables and Services (Includes Field Support Desk Operations, Initial Preventative Maintenance and Warranty Administration, Initial Corrective Maintenance, Initial Spares, Training Services and Technical Data Maintenance and IETM Support and Transition) (See SOW Section 3.1.3.2) (CPFF)				
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost Plus Fee				\$ _____
3003AA OPTION	Other Direct Costs related to CLIN 3003 (Including Subcontractor Costs, Material and Equipment)			NSP	NSP
3003AB OPTION	Data Deliverables for CLIN 3003 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3003 (Sum of CLINs 3003AA-3003AB)</b>					<b>\$ _____</b>

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**Nationwide Automatic Identification System  
United States Coast Guard**

**Increment 2 Phase 1  
Solicitation No. HSCG23-08-R-ADA011**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Fee</b>	<b>Amount</b>
3004 OPTION	CLINs 3001-3003 Travel (Estimated Cost)				
3004AA OPTION	CLIN 3001 Travel (See SOW 3.1.1.10) (Estimated Cost)				\$_____
3004AB OPTION	<b>Not Used</b>				
3004AC OPTION	CLIN 3003 Travel (See SOW 3.1.3.2.7) (Estimated Cost)				\$_____
<b>Subtotal for CLIN 3004 (Sum of CLINs 3004AA-3004AC)</b>					<b>\$_____</b>

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Fee</b>	<b>Amount</b>
3005-3009	<b>Not Used</b>			<b>\$0.00</b>	<b>\$0.00</b>

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**B.1.2.3.2 Options for Equipment During Option Period Three (3)**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
3010 OPTION	Site Equipment Acquisition, Configuration, Testing and Shipment (See SOW 3.1.3.3).				
3010AA OPTION	Equipment for SCCs or Other LSS Locations (See SOW 3.1.3.3.1) (FFP)	<b>7</b>	<b>Each</b>	\$_____	\$_____
3010AB OPTION	Equipment for PSSs at leased or new build sites not located with existing USCG equipment (See SOW 3.1.3.3.2) (FFP)	<b>35</b>	<b>Each</b>	\$_____	\$_____
3010AC OPTION	Equipment for PSSs at sites located with existing USCG equipment (See SOW 3.1.3.3.3) (FFP)	<b>97</b>	<b>Each</b>	\$_____	\$_____
3010AD	Shipping (Estimated Cost)				\$_____
<b>Subtotal for CLIN 3010 (Sum of CLINs 3010AA – 3010AC)</b>					<b>\$_____</b>

**B.1.2.3.3 Options for Sector Survey and Coverage Design Deliverables and Services  
During Option Period Three (3)**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
3011-3023	<b>Reserved</b>				

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Fee</b>	<b>Amount</b>
3024 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Southeastern New England (CPFF)</b>				
3024AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Southeastern New England (See SOW 3.1.3.17) (CPFF)</b>	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
3024AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
3024AC OPTION	Travel (Estimated Cost )				\$ _____
3024AD OPTION	Data Deliverables for CLIN 3024 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 3024 (Sum of CLINs 3024AA –3024AD):</b>					<b>\$ _____</b>

**Section B – Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3025 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Northern New England</b> (CPFF)				
3025AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Northern New England</b> (See SOW 3.1.3.18) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
3025AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3025AC OPTION	Travel (Estimated Cost )				\$ _____
3025AD OPTION	Data Deliverables for CLIN 3025 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3025 (Sum of CLINs 3025AA –3025AD):</b>					\$ _____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3026 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Diego</b> (CPFF)				
3026AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Diego</b> (See SOW 3.1.3.19) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
3026AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3026AC OPTION	Travel (Estimated Cost )				\$_____
3026AD OPTION	Data Deliverables for CLIN 3026 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3026 (Sum of CLINs 3026AA –3026AD):</b>					<b>\$_____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3027 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Los Angeles-Long Beach</b> (CPFF)				
3027AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Los Angeles-Long Beach</b> (See SOW 3.1.3.20) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
3027AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3027AC OPTION	Travel (Estimated Cost )				\$ _____
3027AD OPTION	Data Deliverables for CLIN 3027 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3027 (Sum of CLINs 3027AA –3027AD)</b>					\$ _____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3028 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Francisco</b> (CPFF)				
3028AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Francisco</b> (See SOW 3.1.3.21) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
3028AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3028AC OPTION	Travel (Estimated Cost )				\$ _____
3028AD OPTION	Data Deliverables for CLIN 3028 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3028 (Sum of CLINs 3028AA –3028AD)</b>					\$ _____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3029 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector North Carolina</b> (3.1.3.22) (CPFF)				
3029AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector North Carolina</b> (3.1.3.22) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
3029AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3029AC OPTION	Travel (Estimated Cost )				\$_____
3029AD OPTION	Data Deliverables for CLIN 3029 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3029 (Sum of CLINs 3029AA –3029AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3030 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Charleston</b> (CPFF)				
3030AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Charleston</b> (See SOW 3.1.3.23) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
3030AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3030AC OPTION	Travel (Estimated Cost )				\$_____
3030AD OPTION	Data Deliverables for CLIN 3030 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3030 (Sum of CLINs 3030AA –3030AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3031 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Lake Michigan</b> (CPFF)				
3031AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Lake Michigan</b> (See SOW 3.1.3.24) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
3031AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3031AC OPTION	Travel (Estimated Cost )				\$_____
3031AD OPTION	Data Deliverables for CLIN 3031 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3031 (Sum of CLINs 3031AA –3031AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3032 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Sault Ste Marie</b> (CPFF)				
3032AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Sault Ste Marie</b> (See SOW 3.1.3.25) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
3032AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3032AC OPTION	Travel (Estimated Cost )				\$ _____
3032AD OPTION	Data Deliverables for CLIN 3032 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3032 (Sum of CLINs 3032AA –3032AD)</b>					\$ _____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
3033 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Detroit</b> (CPFF)				
3033AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Detroit</b> (See SOW 3.1.3.26) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
3033AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
3033AC	Travel (Estimated Cost )				\$_____
3033AD OPTION	Data Deliverables for CLIN 3033 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 3033 (Sum of CLINs 3033AA –3033AD)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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**B.1.2.4 Contract Option Period Four (4)**

**B.1.2.4.1 Systems Engineering and Initial Support Option Period Four (4)**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4001 OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (See SOW 3.1.3.1.2)(CPFF)				
4001AA OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (CPFF) Total Estimated Cost Fixed Fee Total Estimated Cost + Fee	<b>1</b>	<b>Job</b>	  \$ _____ \$ _____	   \$ _____
4001AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
4001AC OPTION	Data Deliverables for CLIN 4001 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 4001 (Sum of CLINs 4001AA – 4001AC)</b>					<b>\$ _____</b>

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4002	<b>Not Applicable</b> (Not Used in Option Periods)				<b>\$0.00</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4003 OPTION	Initial Logistics Support Deliverables and Services (Includes Field Support Desk Operations, Initial Preventative Maintenance and Warranty Administration, Initial Corrective Maintenance, Initial Spares, Training Services and Technical Data Maintenance and IETM Support and Transition) (See SOW Section 3.1.3.2) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost Plus Fee				\$ _____
4003AA OPTION	Other Direct Costs related to CLIN 4003 (Including Subcontractor Costs, Material and Equipment)			NSP	NSP
4003AB OPTION	Data Deliverables for CLIN 4003 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 4003 (Sum of CLINs 4003AA-4003AB)</b>					\$ _____

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4004 OPTION	CLINs 4001-4003 Travel (Estimated Cost)				
4004AA OPTION	CLIN 4001 Travel (See SOW 3.1.1.10)(Estimated Cost)				\$_____
4004AB	<b>Not Used</b>				
4004AC OPTION	CLIN 4003 Travel (See SOW 3.1.3.2.7) (Estimated Cost)				\$_____
<b>Subtotal for CLIN 4004 (Sum of CLINs 4004AA-4004AC)</b>					<b>\$_____</b>

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4005- 4009	<b>Not Used</b>			<b>\$0.00</b>	<b>\$0.00</b>

**B.1.2.4.2 Options for Equipment During Option Period Four (4)**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
4010 OPTION	Site Equipment Acquisition, Configuration, Testing and Shipment (See SOW 3.1.3.3).				
4010AA OPTION	Equipment for SCCs or Other LSS Locations (See SOW 3.1.3.3.1)(FFP)	<b>7</b>	<b>Each</b>	\$_____	\$_____
4010AB OPTION	Equipment for PSSs at leased or new build sites not located with existing USCG equipment (See SOW 3.1.3.3.2)(FFP)	<b>35</b>	<b>Each</b>	\$_____	\$_____
4010AC OPTION	Equipment for PSSs at sites located with existing USCG equipment (See SOW 3.1.3.3.3)(FFP)	<b>97</b>	<b>Each</b>	\$_____	\$_____
4010AD OPTION	Shipping (Estimated Cost)				\$_____
<b>Subtotal for CLIN 4010 (Sum of CLINs 4010AA – 4010AC):</b>					\$_____

**B.1.2.4.3 Options for Sector Survey and Coverage Design Deliverables and Services  
During Option Period Four (4)**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
4011- 4029	Reserved				

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4030 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Charleston</b> (CPFF)				
4030AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Charleston</b> (See SOW 3.1.3.23) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
4030AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
4030AC OPTION	Travel (Estimated Cost )				\$ _____
4030AD OPTION	Data Deliverables for CLIN 4030 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 4030 (Sum of CLINs 4030AA –4030AD)</b>					<b>\$ _____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4031 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Lake Michigan</b> (CPFF)				
4031AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Lake Michigan</b> (See SOW 3.1.3.24) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
4031AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
4031AC OPTION	Travel (Estimated Cost )				\$ _____
4031AD OPTION	Data Deliverables for CLIN 4031 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 4031 (Sum of CLINs 4031AA –4031AD)</b>					<b>\$ _____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4032 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Sault Ste Marie</b> (CPFF)				
4032AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Sault Ste Marie</b> (See SOW 3.1.3.25) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
4032AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
4032AC OPTION	Travel (Estimated Cost )				\$_____
4032AD OPTION	Data Deliverables for CLIN 4032 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 4032 (Sum of CLINs 4032AA –4032AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4033 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Detroit</b> (CPFF)				
4033AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Detroit</b> (See SOW 3.1.3.26) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
4033AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
4033AC OPTION	Travel (Estimated Cost )				\$_____
4033AD OPTION	Data Deliverables for CLIN 4033 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 4033 (Sum of CLINs 4033AA –4033AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4034 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Buffalo</b> (CPFF)				
4034AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Buffalo</b> (See SOW 3.1.3.27) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
4034AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
4034AC OPTION	Travel (Estimated Cost )				\$_____
4034AD OPTION	Data Deliverables for CLIN 4034 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 4034 (Sum of CLINs 4034AA –4034AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4035 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Anchorage</b> (CPFF)				
4035AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Anchorage</b> (See SOW 3.1.3.28) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
4035AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
4035AC OPTION	Travel (Estimated Cost )				\$ _____
4035AD OPTION	Data Deliverables for CLIN 4035 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 4035 (Sum of CLINs 4035AA –4035AD)</b>					<b>\$ _____</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4036 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Juneau</b> (CPFF)				
4036AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Juneau</b> (3.1.3.29) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
4036AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
4036AC OPTION	Travel (Estimated Cost )				\$_____
4036AD OPTION	Data Deliverables for CLIN 4036 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 4036 (Sum of CLINs 4036AA –4036AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4037 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Juan</b> (CPFF)				
4037AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Juan</b> (See SOW 3.1.3.30) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
4037AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
4037AC OPTION	Travel (Estimated Cost )				\$_____
4037AD OPTION	Data Deliverables for CLIN 4037 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 4037 (Sum of CLINs 4037AA –4037AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4038 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Honolulu</b> (CPFF)				
4038AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Honolulu</b> (See SOW 3.1.3.31) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
4038AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
4038AC OPTION	Travel (Estimated Cost )				\$_____
4038AD OPTION	Data Deliverables for CLIN 4040 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 4038 (Sum of CLINs 4038AA –4038AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
4039 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Guam</b> (CPFF)				
4039AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Guam</b> (See SOW 3.1.3.32) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
4039AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
4039AC OPTION	Travel (Estimated Cost )				\$_____
4039AD OPTION	Data Deliverables for CLIN 4039 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 4039 (Sum of CLINs 4039AA –4039AD)</b>					\$_____

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**B.1.2.5 Contract Option Period Five (5)**

**B.1.2.5.1 Systems Engineering and Initial Support Option Period Five (5)**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5001 OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (See SOW 3.1.3.1.2)(CPFF)	1	Job		
5001AA OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (CPFF) Total Estimated Cost Fixed Fee Total Estimated Cost + Fee			\$ _____ \$ _____	\$ _____
5001AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
5001AC OPTION	Data Deliverables for CLIN 5001 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5001 (Sum of CLINs 5001AA – 5001AC)</b>					\$ _____

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5002	<b>Not Applicable</b> (Not Used in Option Periods)				<b>\$0.00</b>

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5003 OPTION	Initial Logistics Support Deliverables and Services (Includes Field Support Desk Operations, Initial Preventative Maintenance and Warranty Administration, Initial Corrective Maintenance, Initial Spares, Training Services and Technical Data Maintenance and IETM Support and Transition) (See SOW Section 3.1.3.2) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost Plus Fee				\$ _____
5003AA OPTION	Other Direct Costs related to CLIN 5003 (Including Subcontractor Costs, Material and Equipment)			NSP	NSP
5003AB OPTION	Data Deliverables for CLIN 5003 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5003 (Sum of CLINs 5003AA-5003AB)</b>					<b>\$ _____</b>

**Nationwide Automatic Identification System  
United States Coast Guard**

**Increment 2 Phase 1  
Solicitation No. HSCG23-08-R-ADA011**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Fee</b>	<b>Amount</b>
5004 OPTION	CLINs 5001-5003 Travel (Estimated Cost)				
5004AA OPTION	CLIN 5001 Travel (See SOW 3.1.1.10)(Estimated Cost)				\$_____
5004AB OPTION	<b>Not Used</b>				
5004AC OPTION	CLIN 5003 Travel (See SOW 3.1.3.2.7)(Estimated Cost)				\$_____
<b>Subtotal for CLIN 5004 (Sum of CLINs 5004AA-5004AC)</b>					<b>\$_____</b>

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Fee</b>	<b>Amount</b>
5005- 5009	<b>Not Used</b>			<b>\$0.00</b>	<b>\$0.00</b>

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**B.1.2.5.2 Options for Equipment During Option Period Five (5)**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
5010 OPTION	Site Equipment Acquisition, Configuration, Testing and Shipment (See SOW 3.1.3.3).				
5010AA OPTION	Equipment for SCCs or Other LSS Locations (See SOW 3.1.3.3.1) <b>(FFP)</b>	<b>1</b>	<b>Each</b>	\$_____	\$_____
5010AB OPTION	Equipment for PSSs at leased or new build sites not located with existing USCG equipment (See SOW 3.1.3.3.2) <b>(FFP)</b>	<b>1</b>	<b>Each</b>	\$_____	\$_____
5010AC OPTION	Equipment for PSSs at sites located with existing USCG equipment (See SOW 3.1.3.3.3) <b>(FFP)</b>	<b>1</b>	<b>Each</b>	\$_____	\$_____
5010AD OPTION	Shipping (Estimated Cost)				\$_____
<b>Subtotal for CLIN 5010 (Sum of CLINs 5010AA – 5010AC)</b>					<b>\$_____</b>

**B.1.2.5.3 Options for Sector Survey and Coverage Design Deliverables and Services During Option Period Five (5)**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5011-5035	Reserved				

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5036 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Juneau</b> (CPFF)				

5036AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Juneau</b> (3.1.3.29) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____

5036AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
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5036AC OPTION	Travel (Estimated Cost )				\$ _____
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5036AD OPTION	Data Deliverables for CLIN 5036 (See Section J.3)			NSP	NSP
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<b>Subtotal for CLIN 5036 (Sum of CLINs 5036AA –5036AD)</b>					<b>\$ _____</b>
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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5037 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Juan</b> (CPFF)				
5037AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector San Juan</b> (See SOW 3.1.3.30) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
5037AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
5037AC OPTION	Travel (Estimated Cost )				\$_____
5037AD OPTION	Data Deliverables for CLIN 5037 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5037 (Sum of CLINs 5037AA –5037AD):</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5038 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Honolulu</b> (CPFF)				
5038AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Honolulu</b> (See SOW 3.1.3.31) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
5038AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
5038AC OPTION	Travel (Estimated Cost )				\$_____
5038AD OPTION	Data Deliverables for CLIN 5038 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5038 (Sum of CLINs 5038AA –5038AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5039 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Guam</b> (CPFF)				
5039AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Guam</b> (See SOW 3.1.3.32) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
5039AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
5039AC OPTION	Travel (Estimated Cost )				\$_____
5039AD OPTION	Data Deliverables for CLIN 5039 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5039 (Sum of CLINs 5039AA –5039AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5040 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Upper Mississippi River</b> (CPFF)				
5040AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Upper Mississippi River</b> (See SOW 3.1.3.33) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
5040AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
5040AC OPTION	Travel (Estimated Cost )				\$_____
5040AD OPTION	Data Deliverables for CLIN 5040 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5040 (Sum of CLINs 5040AA –5040AD)</b>					\$_____

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5041 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Ohio Valley</b> (CPFF)				
5041AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Ohio Valley</b> (See SOW 3.1.3.34) (CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
5041AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
5041AC OPTION	Travel (Estimated Cost )				\$_____
5041AD OPTION	Data Deliverables for CLIN 5041 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5041 (Sum of CLINs 5041AA –5041AD)</b>					\$_____

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5042 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Lower Mississippi River</b> (CPFF)				
5042AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Lower Mississippi River</b> (See SOW 3.1.3.35)(CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
5042AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
5042AC OPTION	Travel (Estimated Cost )				\$_____
5042AD OPTION	Data Deliverables for CLIN 5042 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5042 (Sum of CLINs 5042AA –5042AD)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
5043 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Mobile</b> <b>(Western Rivers Locations)</b> (CPFF)				
5043AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Mobile</b> <b>(Western Rivers Locations)</b> (See SOW 3.1.3.36) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
5043AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
5043AC OPTION	Travel (Estimated Cost )				\$ _____
5043AD OPTION	Data Deliverables for CLIN 5043 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 5043 (Sum of CLINs 5043AA –5043AD)</b>					\$ _____

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**B.1.2.6 Contract Option Period Six (6)**

**B.1.2.6.1 Systems Engineering and Initial Support Option Period Six (6)**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
6001 OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (See SOW 3.1.3.1.2)(CPFF)				
6001AA OPTION	Contractor shall provide Project Management and System Engineering Services to Support Establishing NAIS Full Operational Capability (FOC) (CPFF) Total Estimated Cost Fixed Fee Total Estimated Cost + Fee	<b>1</b>	<b>Job</b>	  \$ _____ \$ _____	   \$ _____
6001AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
6001AC OPTION	Data Deliverables for CLIN 6001 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 6001 (Sum of CLINs 6001AA – 6001AC)</b>					<b>\$ _____</b>

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
6002	<b>Not Applicable</b> (Not Used in Option Periods)				<b>\$0.00</b>

**Section B – Supplies or Services and Prices/Costs**

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**Nationwide Automatic Identification System  
United States Coast Guard**

**Increment 2 Phase 1  
Solicitation No. HSCG23-08-R-ADA011**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Fee</b>	<b>Amount</b>
6003 OPTION	Initial Logistics Support Deliverables and Services (Includes Field Support Desk Operations, Initial Preventative Maintenance and Warranty Administration, Initial Corrective Maintenance, Initial Spares, Training Services and Technical Data Maintenance and IETM Support and Transition) (See SOW Section 3.1.3.2) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost Plus Fee				\$ _____
6003AA OPTION	Other Direct Costs related to CLIN 6003 (Including Subcontractor Costs, Material and Equipment)			<b>NSP</b>	<b>NSP</b>
6003AB OPTION	Data Deliverables for CLIN 6003 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 6003 (Sum of CLINs 6003AA-6003AB)</b>					<b>\$ _____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
6004 OPTION	CLINs 6001-6003 Travel (Estimated Cost)				
6004AA OPTION	CLIN 6001 Travel (See SOW 3.1.1.10)(Estimated Cost)				\$_____
6004AB OPTION	Not Used				
6004AC OPTION	CLIN 6003 Travel (See SOW 3.1.3.2.7)(Estimated Cost)				\$_____
Subtotal for CLIN 6004 (Sum of CLINs 6004AA-6004AC)					\$_____

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
6005-6009	Not Used			\$0.00	\$0.00

**B.1.2.6.2 Options for Equipment During Option Period Six (6)**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
6010 OPTION	Site Equipment Acquisition, Configuration, Testing and Shipment (See SOW 3.1.3.3).				
6010AA OPTION	Equipment for SCCs or Other LSS Locations (See SOW 3.1.3.3.1) ( <b>FFP</b> )	<b>1</b>	<b>Each</b>	\$_____	\$_____
6010AB OPTION	Equipment for PSSs at leased or new build sites not located with existing USCG equipment (See SOW 3.1.3.3.2) ( <b>FFP</b> )	<b>1</b>	<b>Each</b>	\$_____	\$_____
6010AC OPTION	Equipment for PSSs at sites located with existing USCG equipment (See SOW 3.1.3.3.3) ( <b>FFP</b> )	<b>1</b>	<b>Each</b>	\$_____	\$_____
6010AD OPTION	Shipping (Estimated Cost)				\$_____
<b>Subtotal for CLIN 6010 (Sum of CLINs 6010AA – 6010AC)</b>					<b>\$_____</b>

**B.1.2.6.3 Options for Sector Survey and Coverage Design Deliverables and Services  
During Option Period Six (6)**

Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
6011-6040	<b>Reserved</b>				
6041 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Ohio Valley</b> (CPFF)				
6041AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Ohio Valley</b> (See SOW 3.1.3.34) (CPFF)	<b>1</b>	<b>Job</b>		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
6041AB OPTION	Other Direct Costs (Including Subcontractor Costs)			<b>NSP</b>	<b>NSP</b>
6041AC OPTION	Travel (Estimated Cost )				\$ _____
6041AD OPTION	Data Deliverables for CLIN 6041 (See Section J.3)			<b>NSP</b>	<b>NSP</b>
<b>Subtotal for CLIN 6041 (Sum of CLINs 6041AA –6041AD)</b>					<b>\$ _____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
6042 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Lower Mississippi River</b> (CPFF)				
6042AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Lower Mississippi River</b> (See SOW 3.1.3.35)(CPFF)	1	Job		
	Total Estimated Cost			\$_____	
	Fixed Fee			\$_____	
	Total Estimated Cost + Fee				\$_____
6042AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
6042AC OPTION	Travel (Estimated Cost )				\$_____
6042AD OPTION	Data Deliverables for CLIN 6042 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 6042 (Sum of CLINs 6042AA –6042AD)</b>					<b>\$_____</b>

**Section B – Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Cost/Fee	Amount
6043 OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Mobile</b> <b>(Western Rivers Locations)</b> (CPFF)				
6043AA OPTION	Sector Survey and Coverage Design Deliverables and Services for <b>Sector Mobile</b> <b>(Western Rivers Locations)</b> (See SOW 3.1.3.36) (CPFF)	1	Job		
	Total Estimated Cost			\$ _____	
	Fixed Fee			\$ _____	
	Total Estimated Cost + Fee				\$ _____
6043AB OPTION	Other Direct Costs (Including Subcontractor Costs)			NSP	NSP
6043AC OPTION	Travel (Estimated Cost )				\$ _____
6043AD OPTION	Data Deliverables for CLIN 6043 (See Section J.3)			NSP	NSP
<b>Subtotal for CLIN 6043 (Sum of CLINs 6043AA –6043AC)</b>					\$ _____

**Section B – Supplies or Services and Prices/Costs**

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**B.2 Options for Equipment During Option Periods.** The Government reserves the right to partially exercise options up to the maximum quantities identified in CLINs 0010, 1010, 2010, 3010, 4010, 5010 and 6010.

**B.3 Travel Costs**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46.

(b) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

**END OF SECTION B**

**PART I – THE SCHEDULE**

**SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**PART I – THE SCHEDULE**

**SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 STATEMENT OF WORK/SPECIFICATIONS**

The Statement of Work is provided as Attachment 1, as specified in Section J of this RFP. The Performance Specification for the Nationwide Automatic Identification System (NAIS) is provided as Attachment 2, as specified in Section J of this RFP.

**END OF SECTION C**

**PART I – THE SCHEDULE**

**SECTION D – PACKAGING AND MARKING**

**Section D – Packaging and Marking**

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## **PART I – THE SCHEDULE**

### **SECTION D – PACKAGING AND MARKING**

#### **D.1 PACKING AND UNPACKING**

The Contractor shall furnish such labor and materials as is necessary for packing, unpacking, and placement of equipment associated with the NAIS Increment 2 Phase I contract. The Contractor shall be responsible for packing, unpacking and installation of all NAIS systems and components necessary to establish the NAIS core capability and, if the option(s) are exercised, Initial Operational Capability and to provide spares under Initial Logistics Support. Also, upon the Government's execution of options to provide Sector Command Center (SCC) and Physical Shore Station (PSS) equipment, the Contractor shall be responsible for packing and shipping equipment for PSSs and SCCs in support of establishing coverage for Full Operational Capability as described in the Statement of Work (SOW), Attachment J.2. The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) for packaging material is prohibited.

#### **D.2 MARKING OF SHIPMENTS (COMMERCIALY PACKAGED)**

Unless otherwise stated in the SOW, the Contractor shall mark all shipments with the contract number (HSCG23-08-C-ADA011). The shipments shall also be marked in accordance with the current edition of Federal Standard 123, "Marking for Commercial Shipment" (FED-STD-123G).

#### **D.3 PRESERVATION, PACKING AND PACKAGING**

The contractor shall preserve, pack, and package all items in accordance with best commercial practices to ensure delivery at destination and to prevent deterioration of items and damages due to the hazards of shipping, handling, and storage. The Contractor's Packaging Handling, Shipping and Transportation (PHS&T) program shall ensure applicability to and adherence by lower-tier contractors (subcontractors and vendors) who deliver portions or all of the system or equipment directly to the Government, or to contracts for which such lower-tier contractors have design responsibility.

The Contractor shall follow MIL-STD-2073-1D(1) for all applicable packaging as defined by this standard. For packaging that does not fall under MIL-STD-2073-1D(1), the Contractor shall follow ASTM D3951-98(2004).

#### **D.4 MARKINGS OF WARRANTED ITEMS**

Pursuant to the requirements of FAR 46.706(b)(5), the contractor shall stamp or mark all items delivered or otherwise furnish notice with the items of the existence of the warranty for each. Markings shall include:

- (1) A statement that a warranty exists,
- (2) The substance of the warranty,
- (3) Its duration,
- (4) Who to notify if the supplies are found to be defective, and

### **Section D – Packaging and Marking**

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For commercial items, the contractor's trade practice in warranty marking is acceptable if sufficient information is presented for supply personnel and users to identify warranted supplies.

**D.5 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**

Hazardous Materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placard, etc.) for shipment in accordance with the edition of MIL-STD-129 and all applicable Government and carrier regulations in effect at time of shipment. The Contractor shall provide current Material Safety Data Sheets for all hazardous materials shipped.

**D.6 INCLUSION OF CONTRACT NUMBER ON DOCUMENTATION**

The Contractor shall include the contract number and modification number (as appropriate) on the following documentation:

- (1) shipping documentation;
- (2) invoices; and
- (3) correspondence pertaining to the execution of a particular option.

**END OF SECTION D**

**PART I – THE SCHEDULE**

**SECTION E – INSPECTION AND ACCEPTANCE**

**Section E – Inspection and Acceptance**

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## **PART I – THE SCHEDULE**

### **SECTION E – INSPECTION AND ACCEPTANCE**

#### **E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.246-2	INSPECTION OF SUPPLIES – FIXED-PRICE	AUG 1996
52.246-3	INSPECTION OF SUPPLIES – COST REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APRIL 1984
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

#### **E.2 ACCEPTANCE OF DATA AND DOCUMENTATION**

- E.2.1.** All contract data deliverables will be reviewed and approved IAW attached CDRLs, which are referenced in Section J.3. Deliverables may be returned with comments, recommendations, or with advisory notes concerning contract compliance.
- E.2.2.** Approvals will be limited to the extent defined in the contract. Approval of design deliverables will not relieve the contractor from meeting the contract requirements including, but not limited to, performance and verification requirements. Absence of comments by the Coast Guard shall not relieve the Contractor of responsibility for complying with the requirements of the contract.
- E.2.3.** Final approval or acceptance of documentation required herein will be approved or accepted by the Contracting Officer via letter of approval or acceptance or electronic equivalent. Any acknowledgment of receipt of data or documentation shall not be construed as a waiver of review or as an acknowledgment that the data or documentation is in conformance with the contract.

### **Section E – Inspection and Acceptance**

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### **E.3 TESTING AND ACCEPTANCE OF THE NAIS**

**E.3.1. Preliminary Testing and Acceptance.** Upon satisfactory completion of the applicable tests, trials, and delivery requirements identified in Sections 3.1.1.8.2.3 and 3.1.1.8.2.4 of the Statement of Work (for the Core and IOC), the Contractor shall submit DD Form 250, Material Inspection and Receiving Report (MIRR) to the Government requesting preliminary acceptance. One copy will be furnished to the Government representative accepting the NAIS, one copy to the Contracting Officer's Technical Representative (COTR), and the original to the Administrative Contracting Officer. Warranty periods shall begin upon Preliminary Acceptance.

**E.3.2. Final Testing and Acceptance.** Upon the expiration of all warranty periods (excluding warranty extensions) and resolution of any outstanding deficiencies and warranty claims, the Government will accept the NAIS. The Contractor shall prepare and execute, with the Contracting Officer's Technical Representative (COTR), a DD Form 250 Material Inspection and Receiving Report (MIRR) to document Final Acceptance. The Contractor shall furnish one copy to the COTR and the original to the Administrative Contracting Officer. The final acceptance documentation will cite all warranty extension rights of the Government.

### **E.4 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)**

The Contractor shall comply with the higher-level quality standards listed below.

	<b>TITLE</b>	<b>NUMBER</b>	<b>DATE TAILORING</b>
[ X ]	ANSI/ASQ Q9000 – 2000 Quality Systems – Model for Quality Assurance in Design, Development, Production, Installation & Servicing	ISO 9001	2000
[ X ]	<b>CMMI-DEV v1.2</b>	Level 3 (or higher)	

## **E.5 ITEMS IDENTIFIED BY CONTRACT DATA REQUIREMENTS LISTS**

Items identified by Contract Data Requirements Lists (CDRLs) shall be reviewed by the Contracting Officer's Technical Representative for acceptance by the Contracting Officer. One condition of acceptance will be that the Contractor has incorporated Government review comments and corrections provided on preliminary or initial CDRL submissions. The letter of transmittal accompanying the data shall include a signature block for Government acceptance of the deliverable.

**END OF SECTION E**

**PART I – THE SCHEDULE**

**SECTION F – DELIVERIES OR PERFORMANCE**

**Section F – Deliveries or Performance**

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## PART I – THE SCHEDULE

### SECTION F – DELIVERIES OR PERFORMANCE

#### F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

##### F.1.1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.242-15	STOP-WORK ORDER BASIC AND ALTERNATE I	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK (Applicable to FFP Items Only)	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY	JUN 2003

##### F.1.2 DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (48 CFR CHAPTER 3001.304) CLAUSES

###### NUMBER

###### TITLE (DEC 2003)

HSAR 3052.247-22

FOB DESTINATION ONLY (DEC 2003)

#### F.2 PERIOD OF PERFORMANCE SCHEDULE

This contract consists of a base period and six option periods as identified in Section B. The period of performance for the base period shall start on the date of contract award and continue through 24 months after award. If exercised, the period of performance of each option period will be twelve months in duration.

#### F.3 REQUIRED TIME OF DELIVERY

### Section F – Deliveries or Performance

**F.3.1** The Government requires delivery to be made according to the following schedule:

<b>REQUIRED DELIVERY SCHEDULE FOR CLIN 0001</b>		
<u>CLIN</u>	<u>NAME</u>	<u>PERFORMANCE/DELIVERY PERIOD</u>
0001	NAIS Core Capability (Includes design, development, integration, testing and deliver of NAIS Core Capability and Contractor support of Government-led testing) delivered in accordance with SOW Section 3.1.1.	22 months after date of contract award

<b>REQUIRED DELIVERY SCHEDULE FOR CLINS 0002-0009 (BASE PERIOD OPTIONS)</b>		
<u>CLIN</u>	<u>NAME</u>	<u>PERFORMANCE/DELIVERY PERIOD</u>
0002	Initial Operational Capability (Includes SLIN 0002AA (AIS coverage for Sector Delaware Bay), SLIN 0002BA (AIS Coverage for Sector Hampton Roads) and SLIN 0002CA (AIS Coverage for Sector Mobile) delivered in accordance with SOW Section 3.1.2.	12 months after option exercise
0003	Initial Logistics Support Deliverables and Services	Date of exercise of option through the end of base period
0004	Travel	
0004AA	Travel for CLIN 001	0004AA 22 months after date of contract award
0004AB	Travel for CLIN 002	0004AB 12 months after option exercised
0004AC	Travel for CLIN 003	0004AC Date of exercise option through end of base period
0005-0009	N/A	N/A

**Section F – Deliveries or Performance**

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REQUIRED DELIVERY SCHEDULE FOR CLIN 0010 (BASE PERIOD OPTION / EQUIPMENT FOR FOC SITES)		
<u>CLIN</u>	<u>NAME</u>	<u>PERFORMANCE/DELIVERY PERIOD</u>
0010	Site Equipment, Configuration, Testing and Shipment for FOC (Sectors beyond IOC).	Six (6) months after option exercise.

REQUIRED DELIVERY SCHEDULE FOR CLINS 0011-0013 (BASE PERIOD OPTIONS / SECTOR SURVEYS)		
<u>CLIN</u>	<u>NAME</u>	<u>PERFORMANCE/DELIVERY PERIOD</u>
0011-0013	Sector Survey and Coverage Design Deliverables and Services	Seven (7) months after option exercise.

REQUIRED DELIVERY SCHEDULE FOR CLINS X001-X009 (OPTIONS)		
<u>CLIN</u>	<u>NAME</u>	<u>PERFORMANCE/DELIVERY PERIOD</u>
X001	Project Management and Systems Engineering Services to Support Establishing NAIS Full Operational Capability (FOC)	12 months after exercise of option.
X002	N/A	N/A
X003	Initial Logistics Support Deliverables and Services	12 months after exercise of option.
X004	Travel	12 Months from exercise of option
X005-X009	N/A	N/A

**Note:** The letter “X” in the Item column above represents 1 through 6, corresponding to option period 1 through option period 6, respectively.

## Section F – Deliveries or Performance

REQUIRED DELIVERY SCHEDULE FOR CLINS X010 (OPTIONAL TASK / EQUIPMENT FOR FOC SITES)		
<u>CLIN</u>	<u>NAME</u>	<u>PERFORMANCE/DELIVERY PERIOD</u>
X010	Site Equipment, Configuration, Testing and Shipment for FOC (Sectors beyond IOC).	Six (6) months after option exercise.

REQUIRED DELIVERY SCHEDULE FOR CLINS X011-X043 (OPTIONS / SECTOR SURVEYS)		
<u>CLIN</u>	<u>NAME</u>	<u>PERFORMANCE/DELIVERY PERIOD</u>
X011-X043	Sector Survey and Coverage Design Deliverables and Services	Seven (7) months after option exercise.

**Note:** The letter “X” in the CLIN column above represents 1 through 6, corresponding to option period 1 through option period 6, respectively.

#### F.4 PLACE OF DELIVERY – DESTINATION

**F.4.1** Data shall be delivered as required in Block 14 – Distribution of the appropriate Contract Data Requirements List (CDRL), identified in Attachment J.3.

**F.4.2** CLIN 0001 and CLIN 0002, if option exercised, the NAIS core capability and sites to establish AIS coverage for Sectors Delaware Bay, Hampton Roads and Mobile shall be delivered, FOB Destination, to the locations specified in the contract and the physical shore stations applicable to each Coast Guard Sector and in accordance with the requirements of the Schedule (See Section J, Attachment J.16) and the Statement of Work. Delivery destinations for equipment provided under CLIN X010 may include Sector Survey locations (CLINS X011-X043) within and outside of the continental United States (CONUS/OCONUS). Destination locations for these CLINs shall be taken as the Sector Office locations provided in Attachment J.4. The following list of delivery locations for CLINS 0001-0002 is provided below:

<b>ENTERPRISE DATA CENTER</b>			
-------------------------------	--	--	--

#### Section F – Deliveries or Performance

<b>(EDC)</b>			
<b><i>Unit</i></b>	<b><i>City</i></b>	<b><i>State</i></b>	<b><i>ZIP</i></b>
USCG Operations Systems Center	Martinsburg	WV	25401
<b>SYSTEMS OPERATIONS CENTER (SOC)</b>			
<b><i>Unit</i></b>	<b><i>City</i></b>	<b><i>State</i></b>	<b><i>ZIP</i></b>
USCG Navigation Center	Alexandria	VA	20415
<b>USCG System Support Agent</b>			
<b><i>Unit</i></b>	<b><i>City</i></b>	<b><i>State</i></b>	<b><i>ZIP</i></b>
Command and Control Engineering Center (C2CEN)	Portsmouth	VA	23703
<b>SECTOR DELAWARE BAY</b>			
<b><i>Unit</i></b>	<b><i>City</i></b>	<b><i>State</i></b>	<b><i>ZIP</i></b>
USCG Sector Delaware Bay	Philadelphia	PA	19147
<b>SECTOR HAMPTON ROADS</b>			
<b><i>Unit</i></b>	<b><i>City</i></b>	<b><i>State</i></b>	<b><i>ZIP</i></b>
USCG Sector Hampton Roads	Portsmouth	VA	23703

<b>SECTOR MOBILE</b>			
<b><i>Unit</i></b>	<b><i>City</i></b>	<b><i>State</i></b>	<b><i>ZIP</i></b>
USCG Sector Mobile	Mobile	AL	36615

#### F.5 PLACE OF DELIVERY - GOVERNMENT FURNISHED EQUIPMENT

Government Furnished Equipment (GFE) will be provided at the locations specified in Section J.7; however, the Contractor is not obligated to use GFE.

#### Section F – Deliveries or Performance



## **F.6 PLACE OF DELIVERY - GOVERNMENT FURNISHED INFORMATION**

The Government Furnished Information (GFI) identified in Section J.8, Technical Library, is available in the NAIS Increment 2 RFP development website, [www.naisproject.net](http://www.naisproject.net), which includes instructions for on-line registration.

## **F.7 RESERVED**

## **F.8 PREPARATION FOR DELIVERY**

All deliveries shall be scheduled between 9:00 A.M. and 3:00 P.M., Monday through Friday, excluding the following Federal holidays:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Years Day          | 6. Labor Day        |
| 2. Martin Luther King Day | 7. Columbus Day     |
| 3. President's Day        | 8. Veterans Day     |
| 4. Memorial Day           | 9. Thanksgiving Day |
| 5. Independence Day       | 10. Christmas Day   |

**END OF SECTION F**

**PART I – THE SCHEDULE**

**SECTION G – CONTRACT ADMINISTRATION DATA**

**PART I – THE SCHEDULE**

**SECTION G – CONTRACT ADMINISTRATION DATA**

**G.1 ADDRESS OF CORRESPONDENCE**

All correspondence concerning the contract shall be directed to the Contracting Officer at the following addresses:

**For US Mail delivery:**

Commandant (CG-9124/KBW)  
ATTN: Kerri B. Williams  
U.S. Coast Guard Headquarters  
2100 Second Street S.W., Suite 11-0703  
Washington, D.C. 20593-0001  
M/F: HSCG23-08-R-ADA011

**For commercial courier and hand-carried deliveries:**

U.S. Coast Guard (CG-9124/KBW)  
Attn: Kerri B. Williams  
1900 Half St. S.W., Suite 11-0703  
Washington, DC 20593-0001  
M/F: HSCG23-08-C-ADA011

**G.2 AUTHORITY OF GOVERNMENT PERSONNEL**

**G.2.1 Contracting Officer**

**G.2.1.1** The Contracting Officer (KO) is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the KO.

**G.2.1.2** In the event the Contractor effects any change at the direction of any person other than the KO, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Technical Representative, Contracting Officer's Representative, or Coast Guard Acceptance Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The KO has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

**G.2.1.3** The Contracting Officer's Technical Representative (COTR) is responsible for administering the performance of work under this contract. IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the KO prior to completion of the contract.

**G.2.1.4** The COTR may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COTR must be consistent with the general scope of work set forth in this contract.

### **G.3 INVOICING REQUIREMENTS**

#### **G.3.1 General.**

**G.3.1.1** Invoices may be submitted as frequently as every two weeks, unless otherwise agreed to by the Contracting Officer.

**G.3.1.2** Each invoice must correspond to the contract or modification and may not include charges for items/services not identified in the contract or modification. The contract number found in block 2 of the SF 33 contract, and the modification number found in block 2 of the SF 30 must be included in an invoice or a request for contract financing payment for it to constitute a proper request for contract payment.

**G.3.1.2.1** Invoices shall be broken down by CLIN and sub-CLIN.

**G.3.1.2.2** Cost-based invoices shall be certified by the Contractor with regards to the allowable and allocable costs incurred in the performance of the work as of the last day of the invoice period.

**G.3.1.2.3** Each original invoice shall be submitted to the designated billing office at the following address:

INVOICE HSCG23-08-C-ADA011  
Commandant (CG-9124/KBW)  
Attention: Kerri B. Williams  
U. S. Coast Guard Headquarters  
2100 Second Street SW, Suite 11-0730  
Washington, DC 20593-0001  
M/F: HSCG23-08-C-ADA011

**G.3.1.3** One copy of the original invoice shall be submitted to the COTR at the address cited in the COTR appointment letter or in any subsequent letter from the Contracting Officer that cites a different address. Any ambiguity concerning the COTR address shall be referred to the Contracting Officer for resolution.

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**G.4 CONTRACTOR REPRESENTATIVES AUTHORIZED TO SIGN DOCUMENTS**

Upon execution of the Contract, the Contractor shall provide a list to the Contracting Officer, which identifies the Contractor representative(s) authorized to sign written communications on behalf of the Contractor. The list shall specifically contain the following: (1) name of individual authorized to sign Contractor-generated technical data and Contractor management type documentation, and (2) type of documentation each individual is authorized to sign. Upon addition or deletion of one or more names, the list shall be revised accordingly.

**G.5 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE**

For use in the event your firm receives a contract as a result of this solicitation, designate the responsible official(s) who can receive notification of an improper invoice and answer questions regarding this invoice.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone/Fax  
Number: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

**G.6 ACCOUNTING AND APPROPRIATION DATA**

The accounting and appropriation data for this contract is provided on SF 33, Block Number 21.

**G.7 PAYMENT AND INVOICE INFORMATION**

Payment shall be made for services accepted by the Government delivered to the destinations set forth in the contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. The Government will make payment in

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accordance with the clause FAR 52.232-33, Payment By Electronic Funds Transfer - Central Contractor Registration (May 1999).

All invoices shall contain the following information at a minimum:

- Name & Address of Contractor/Signature and Name of point of contact/
- Date and invoice number
- Contract number
- Number and date of action
- Documentation on all costs incurred under cost-type CLINs
- Contract Line Item Number (CLIN), and Sub-Contract Line Number, if applicable
- Quantity, unit price, and extension of each CLIN
- Performance period
- Interim payment period, payment for partial delivery, if applicable
- Prompt payment discounts

#### **G.8 PAYMENT INFORMATION**

Coast Guard requires the contractor to submit certain information to the United States Coast Guard Finance Center in order to facilitate EFT payment for deliveries or performance under this contract. Accordingly, prior to submitting the first invoice for payment, the contractor shall complete the EFT/ACH Vendor Payment Enrollment Form, available at the website, [https://www.fincen.uscg.mil/secure/enrollment\\_form.htm](https://www.fincen.uscg.mil/secure/enrollment_form.htm). The form may be completed online or faxed to the USCG Finance Center following the online instructions. Failure to submit the EFT/ACH Vendor Payment Enrollment Form to the above USCG Finance Center address as soon as possible after award may result in nonpayment of invoices.

#### **G.9 INVOICING AND PAYMENT INFORMATION FOR CONTRACTORS**

The Data Universal Numbering System (DUNS) number is the primary identifier in Central Contractor Registration (CCR). Contractors are located and identified in CCR by their DUNS number. Therefore, to facilitate payment, it is in the contractor's best interest to ensure that the DUNS number is recorded on every invoice submitted to the US Coast Guard.

#### **G.10 FACSIMILE NUMBER AND MAILING ADDRESS FOR CONTRACT MODIFICATIONS**

Contractors shall indicate below where contract modifications shall be sent:

Facsimile Number: (\_\_\_\_\_)\_\_\_\_\_ - \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

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## **G.11 REQUEST FOR PAYMENT – COST REIMBURSEMENT**

(a) A request for payment, whether referred to as an invoice or voucher, is proper if it complies with this clause and the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(viii)]. Moreover, a request for payment must be accurate for it to be proper.

(1) If a request for payment does not include all the items required by this clause and the clause at FAR 52.232-25, Prompt Payment, then the request is not proper and shall be returned with a statement of the reason(s) it is not proper.

(2) If a request for payment includes all the items required by this clause and the clause at FAR 52.232-25, Prompt Payment, but is inaccurate, then the request is not proper and the contractor shall be notified in writing of the error(s); the Government reserves the right to return an inaccurate request for payment with a statement of the reason(s) it is not proper.

(b) Each original request for payment shall be submitted to the designated billing office at the following address:

Invoice  
Commandant (CG-9124/KBW)  
U. S. Coast Guard Headquarters  
2100 Second Street SW Suite 11-0703  
Washington, D.C. 20593-0001

(i) One copy of the original request for payment shall be submitted to the COTR at the address cited in the COTR appointment letter or in any subsequent letter from the contracting officer that cites a different address. Any ambiguity concerning the COTR address shall be referred to the contracting officer for resolution.

## **G.12 FOREIGN AND DOMESTIC TRAVEL**

**G.15.1** Approval of Foreign Travel: The cost of foreign travel is allowable only when the specific written approval of the Contracting Officer responsible for administration of the contract is obtained prior to commencing the trip. Approval must be requested at least 30 days before the scheduled departure date in order that all necessary clearances may be processed. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions.

**G.15.2** Domestic/local travel shall take place in accordance with the Federal Travel Regulations (FTR). Documentation showing dates and mileage for such travel shall be maintained in support of invoices claiming reimbursement.

**END OF SECTION G**



**PART I – THE SCHEDULE**

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

## **PART I – THE SCHEDULE**

### **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 SAFETY ACT**

Congress enacted the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (the “SAFETY Act”), as part of the Homeland Security Act of 2002. The SAFETY Act provides limitations on the potential liability of those firms that develop and provide Qualified Anti-Terrorism Technologies. The Department of Homeland Security (DHS) encourages the development and deployment of anti-terrorism technologies by making available the SAFETY Act’s system of “risk management” and “liability management.”

In this regard, DHS has determined that the product(s) or service(s) to be acquired from the successful Offeror(s) based on this solicitation will be a good candidate for designation as a Qualified Anti-terrorism Technology as that term is defined by the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, sections 441-444 of title 6, United States Code (the “SAFETY Act”) and the SAFETY Act implementing regulations, provided:

- (i) the product(s) or service(s) substantially conform to the technical standards qualifying an offeror for award under this NAIS solicitation, as set forth herein (and verified by USCG in consultation with the SAFETY Act Office); and
- (ii) the successful Offeror(s) maintains insurance in accordance with 6 U.S.C. §443(a)(1).

SAFETY Act protections, however, are not a requirement of this procurement. Whether an Offeror has previously obtained SAFETY Act protections will not be evaluated as part of this procurement. Offerors are not required to seek SAFETY Act protections in order to submit an offer or to receive an award. Whether to seek the liability protections of the SAFETY Act for a proposed product or service is entirely up to the Offeror. Proposals in which pricing or any other term or condition is contingent upon SAFETY Act protections of the proposed product(s) or service(s) will not be considered for award.

Offerors submitting proposals in response to this solicitation are encouraged to submit SAFETY Act applications on their existing technologies and are invited to contact the Office of SAFETY Act Implementation (OSAI) for more information at 1-866-788-9318 or [helpdesk@safetyact.gov](mailto:helpdesk@safetyact.gov) or visit OSAI’s website at [www.safetyact.gov](http://www.safetyact.gov).

#### **H.2 Reserved**

### **H.3 ACCESS TO GOVERNMENT FACILITIES UNDER THE COGNIZANCE OF DHS/USCG BY NON-U.S. CITIZENS - UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS**

Unless excluded from this Notice, all visits and assignments to facilities under the cognizance of DHS/USCG by non-U.S. citizens require communication with the Contacting Officer and Program Manager.

The Contractor shall notify the Contracting Officer and Program Manager in advance of any proposed visit or assignment that involves access to a US Government site/location.

For the purposes of the Notice, a non-U.S. citizen is defined as any person who is not a U.S. national or is a stateless person. An immigrant alien is considered a non-U.S. citizen. Non-U.S. citizens sponsored for visits or assignments may include, among others:

- (1) Officials or other persons employed by foreign governments or other foreign institutions, who may or may not be involved in cooperation under international agreements;
- (2) Foreign students at U.S. institutions;
- (3) Employees of DHS or other U.S. Government agencies or their contractors, of universities, of companies (professional or service staff), or of other institutions; and
- (4) Prospective employees of DHS or DHS contractors.

### **H.4 PERSONNEL REQUIRING ACCESS TO GOVERNMENT FACILITY**

The Contractor shall provide a list of Contractor personnel who require access to installation sites during the course of the contract to the Contracting Officer within 10 days after date of awarding the contract or the execution of any option and, if applicable, 15 days prior to the start of installation. If Contractor personnel change during the performance period, the Contractor shall provide a revised list to the Contracting Officer a minimum of five (5) days prior to Contractor personnel requiring access to the installation.

### **H.5 ACCESS TO CONTRACTOR'S FACILITY**

- H.5.1** Officers, employees, and associates of other prime Government contractors and their subcontractors shall have, as authorized by the Contracting Officer, at all reasonable times, full access to the Contractor's facility as required to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or the

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Government's contractors, as authorized by the Contracting Officer, to give them access to the Contractor's facility, office space, work areas, storage or shop areas, or other facilities and services reasonable and necessary for the performance of the respective responsibilities involved.

- H.5.2** Reasonable access shall be provided to the Government to carry out its responsibilities under this contract.

## **H.6 SECURITY REQUIREMENT**

- H.6.1** The efforts described in this SOW will be unclassified, but may contain work categorized as For Official Use Only (FOUO). For material determined to be FOUO, contractor shall follow Department of Homeland Security procedures for processing, transmitting, and storing said material. These procedures are outlined in the Department of Homeland Security Management Directive System MD Number 11042.1, Issue Date: 1/06/2005, SAFEGUARDING SENSITIVE BUT UNCLASSIFIED (FOR OFFICIAL USE ONLY) INFORMATION.
- H.6.2** Prior to being granted access to the NAIS or being provided NAIS information, each person shall have completed a favorably adjudicated background investigation as defined in DHS MD 11050.2. Additionally, acceptable use agreements, rules of behavior and conflict-of-interest agreements for individuals requiring access to NAIS information and information systems may also be required before access is authorized.
- H.6.3** All personnel using, developing or administering the components of the NAIS system shall be properly screened according to the procedures outlined in Section 4.1 DHS MD 4300A. All personnel accessing NAIS data shall have an appropriate background investigation and a valid need to know in order to access the system. Screening shall be conducted consistent with: (i) 5 CFR 731.106(a); (ii) Office of Personnel Management policy, regulations, and guidance; (iii) organizational policy, regulations, and guidance; (iv) FIPS 201-1 and NIST Special Publications 800-73-1 and 800-76-1; and (v) the criteria established for the risk designation of the assigned position.
- H.6.4** If the Contractor elects to employ foreign nationals in the performance of this contract, an exception to DHS' policy that only U.S. Citizens are allowed access to DHS systems and networks processing sensitive information must be obtained. The Contractor shall complete and submit Attachment J to the DHS 4300A Sensitive Systems Handbook (see Attachment J.16) identifying any foreign nationals that are expected to be part of the Contractor's team. Approval authority for the exception resides with the USCG Chief

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Information Officer, but also requires concurrence from the DHS Chief Information Officer and Chief Information Security Officer.

## **H.7 INSURANCE REQUIREMENTS**

### **H.7.1 General**

All policies of insurance, which this contract requires the Contractor to carry and maintain or cause to be carried or maintained pursuant to this contract, shall be supplied under valid and enforceable policies, in such forms and amounts as from time to time may be required under this contract and shall be issued or underwritten by insurers of recognized responsibility. With respect to Comprehensive General Liability and Automobile Liability insurance policies, the Contractor shall include the Government as additional insured.

The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about all work locations, and to the NAIS or parts thereof upon which work is done. Notwithstanding this clause, the Government does not assume any risk with respect to, and will not pay for any costs of the Contractor for the inspection, repair, replacement, or renewal of any defects in the NAIS or such systems, materials, and equipment for which the Contractor is responsible, in accordance with the clauses of the contract concerning quality assurance, warranty or inspection.

### **H.7.2 Insurance Certificate**

Contractor shall deliver or cause to be delivered upon execution of this contract (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this contract) to Government a certificate of insurance evidencing the insurance required by this contract.

### **H.7.3 Types of Insurance**

During the entire period this contract shall be in effect, the Contractor shall carry and maintain and require its subcontractors performing work on the premises to carry and maintain insurance in the types and amounts specified in FAR 28.307-2 except as noted or as altered by contractor's compliance with the requirements of the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 and its implementing regulations.

#### **H.7.3.1 General Liability**

Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury" including, without limitation, bodily injury, death, and property damage. Such insurance is to afford immediate protection at all times during the term on this contract. This insurance will include limits of liability in amounts approved by the Government, but not less than \$1 million in the event of bodily injury or death to

any one or more persons in one accident and, not less than \$500,000 for property damage.

**H.7.3.2 Automobile Liability**

Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence per bodily injury and \$20,000 per occurrence for property damage.

**H.7.3.3 Workers' Compensation and Employers' Liability**

Workers' compensation and employer's liability or similar insurance, as required by law, in form and amounts required by law, but not less than the amount of \$100,000 in employer liability and covering all occupational diseases not required to be covered under applicable workers compensation laws, unless impractical due to commingling of contractor's Government and commercial operations, per FAR Part 28.307-2.

**H.8 EARNED VALUE MANAGEMENT SYSTEM (FAR 52.234-4)(JUL 2006)**

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of

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proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

(Insert list of applicable subcontractors.)

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(End of clause)

## **H.9 POST AWARD CONFERENCE**

As part of the Start up Workshop Meeting described in SOW Section 3.1.1.2.2.1, the Contractor shall host a Post Award Conference (PAC), which the Contracting Officer will chair, at the production facility within 21 days following contract award. The meeting is expected to be approximately three days in duration and cover topics provided by the Contracting Officer. The Contractor may recommend additional topics but, at a minimum, discussion topics are expected to include:

1. A Post Award Debriefing, if requested in accordance with FAR 15.506.
2. An introduction of key personnel by both the Government and the Contractor.
3. A presentation and discussion led by the Contractor concerning organizational mapping, roles and responsibilities, team charters and program metrics.
4. A presentation and discussion led by the Contractor concerning the Contractor's Contract Work Breakdown Structure.
5. A presentation and discussion led by the Contractor concerning the Contractor's Project Management Plan, risk management activities and Integrated Master Schedule for the initial delivery order.

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6. A presentation and discussion led by the Contractor concerning use of the IPDE for Contract Data Requirements List (CDRL) deliverables and file sharing. IPDE access and protection should be included in the discussion.
7. A discussion of the delivery order for the core NAIS, including potential break-out sessions for the subject matter experts on the following topics:
  1. A presentation and discussion led by the Contractor concerning the Contractor's plan for Design Reviews.
  2. A presentation and discussion led by the Contractor concerning the Contractor's plan for meeting the contract requirements for configuration management.

The Contracting Officer will provide a list of attendees. Government representation will likely include the Contracting Officer, Project Manager, Project Sponsor's Representative, Deputy Project Manager, Project Technical Manager, Project Logistician, and the Commanding Officer and senior staff of the Project Resident Office. Contractor personnel should include equivalent representation.

The Contractor shall provide recommendations and input to the meeting agenda at least 5 business days before the scheduled meeting date.

The meeting is not a substitute for the Contractor's full understanding of the work requirements at the time offers are submitted. Furthermore, it shall not preclude the Government from identifying errors, omissions, and inconsistencies during contract performance.

## **H.10 ENGINEERING CHANGE PROPOSAL (ECP) REQUIREMENT AND INITIATION**

### **H.10.1 General.**

As described in paragraph 3.1.1.3.6.8.2 of Attachment 1 to Section J, the Statement of Work, in addition to Engineering Change Proposals (ECP) that the Contractor may initiate and propose, and in addition to changes that the Contracting Officer may issue pursuant to the clause entitled "CHANGES –COST REIMBURSEMENT" FAR 52.243-2, (AUG 1987), incorporated at Section I.1, the Contracting Officer, for purposes of arriving at a decision as to whether to incorporate an engineering change in this contract, may from time to time and at any time, in writing, require the Contractor to prepare and submit an ECP with respect to an engineering change initiated and proposed by the Contracting Officer within the general scope of this contract; or to revise any previously submitted ECP, whether initiated by the Contractor or the Contracting Officer. Upon

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receipt of such written requirement, the Contractor shall prepare and submit an initial or revised ECP, in accordance with **CDRL 1.3.6.8.2**, within such time as the Contracting Officer may reasonably specify in view of the priority assigned to the ECP, or, if no time is specified, within the time specified in BLK12 of the CDRL, or such further time as the Contracting Officer may allow.

#### **H.10.2 “Firm Offer” and Contract Acceptance of ECPs.**

The Contractor's “Estimated Cost/Savings under Contract” for each ECP, whether submitted on the Contractor's own initiative or submitted in response to a requirement of the Contracting Officer as an initial or revised ECP shall constitute an irrevocable proposal or offer for sixty (60) days from receipt of the ECP by the Government unless such period of time is extended by mutual agreement. During this period the Contracting Officer may:

Accept such proposal or offer by mailing or otherwise presenting to the Contractor a modification of this contract for execution by the Contractor, which modification shall reflect the engineering change(s) contained in the ECP, the consequent changes in the delivery schedule, if any, and the Contractor's estimated net increase or decrease in contract price, and the Contractor agrees to execute such a modification within five (5) working days after receipt; or

Conditionally accept such offer by mailing or otherwise presenting to the Contractor a bilateral modification of this contract, for execution by the Contractor, except that it shall set forth the Contractor's estimate as a ceiling or a maximum change in contract price in the case of net increase and as a floor or a minimum change in the contract price in the case of a net decrease, and except that it may set forth the Contractor's proposed change in delivery schedule, if any, as a maximum extension or a minimum advance as the case may be; and the Contractor agrees to execute such a modification within fifteen (15) working days after receipt, and in the event of such a modification, the parties shall promptly negotiate in good faith to arrive at an adjustment within 180 days after the issuance of the modification or upon completion of forty percent (40%) of the work to be performed by the modification, whichever occurs earlier, in the contract price and the delivery schedule, if involved; or

Begin good faith negotiations leading to a bilateral modification of this contract which incorporates the engineering change(s) and such equitable adjustments as may be appropriate. In any event, the Contractor's estimate of net increase or decrease in the contract price or net cost of change, and the bilateral modification of this contract making the equitable adjustment, shall include an amount or factor for any and all delays and disruptions that may result from incorporating in this contract the engineering change(s)..

#### **H.10.3 Standard Form 1411 and Certificate of Current Cost or Pricing Data.**

In addition to any submittal of an initial or revised ECP, the Contractor agrees to submit, on request of the Contracting Officer, a completed and signed Standard Form 1411 “Contract Pricing Proposal (Change Orders)”, in as many copies as the Contracting

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Officer may reasonably require and a signed "Certificate of Current Cost or pricing Data". Where Standard Form 1411 is required, and DD Form 1692 is used, the ECP Number from Block 5d of DD Form 1692 shall be entered in the "Change Identification" Block of Standard Form 1411. The "Estimated Costs/Savings Under Contract" should agree with the total "Net Costs of Change" shown on Standard Form 1411, and the "Effect on Production Delivery," shall be restated under "Remarks" on Standard Form 1411.

#### **H.10.4 Equitable Adjustments for ECP Production.**

In the event that an engineering change resulting from an ECP is incorporated in this contract, the equitable adjustment in contract price shall include, if applicable, an amount on account of the cost of the engineering and other work of the Contractor in preparing or revising the ECP, or both. In the event that such engineering change is not incorporated in this contract, the engineering and other work of the Contractor in preparing or revising the ECP, or both, shall be processed as if ordered by the Contracting Officer under the clause of the Contract Clause entitled "CHANGES –COST REIMBURSEMENT" FAR 52.243-2, (AUG 1987), and the Contractor shall be entitled to an equitable adjustment in contract price on account of such work but shall not be entitled to any adjustment in the delivery schedule; provided, however, that no adjustment in contract price shall be made with respect to any ECP prepared and submitted by the Contractor which did not result from a requirement of the Contracting Officer or his/her representative designated by him/her in writing to initiate the Contractor's development of an ECP with respect to an engineering change proposed by the Government or revise an ECP previously prepared and submitted by the Contractor. Failure to agree to such equitable adjustment in contract price provided for in this paragraph (H.12.4) shall constitute a dispute concerning a question of fact within the meaning of the clause entitled "DISPUTES" at FAR 52.233-1 (JUL 2002) ALTERNATE I (DEC 1991), incorporated at Section I.1.

#### **H.10.5 Necessity for Contract Modification.**

Notwithstanding any approvals or other action respecting an ECP, no engineering change shall be effective unless and until a modification to this contract is executed when the Contracting Officer issues a modification to the contract pursuant to the clause of the Contract that is entitled "CHANGES –COST REIMBURSEMENT" FAR 52.243-2, (AUG 1987), incorporated at Section I.1. Pending such a modification, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed engineering change.

#### **H.10.6 Saving Provision.**

Nothing contained in this clause shall be construed as:

Obligating the Government in any manner whatsoever to issue or approve any changes, deviations, or waivers which may be initiated or proposed by the Contractor, or any changes which may be initiated and proposed by the Contracting Officer, or

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Altering in any manner whatsoever the rights of either party under the Contract Clause entitled “CHANGES – COST REIMBURSEMENT” FAR 52.243-2, (AUG 1987), incorporated at Section I.1.

#### **H.11 SUBSTITUTION OF EQUIPMENT**

This provision acknowledges that from time to time some of the contracted for equipment may not be readily available or may permanently go out of production. Based on the authority of this clause, the Contractor may request a permanent substitution of items identified in the NAIS Functional and Physical Configuration Audit Report (CDRL 1.3.6.7.2). Such requests must be made in writing to the Contracting Officer, with a copy going to the Project Manager and the Contracting Officer’s Technical Representative (COTR).

The following conditions must be met:

1. The replacement item(s) must meet or exceed all the performance capabilities of the items replaced;
2. The replacement item(s) must operate in the system with no degradation of system performance;
3. The replacement item(s) must be acceptable to the Project Manager; and
4. The replacement item(s) must be approved in writing by the Contracting Officer.

The fact that the Contractor has requested a replacement shall not automatically extend the required delivery time of any item. Upon acceptance of a replacement, the Government may, but is not required to, grant a day-for-day extension to the delivery schedule for the time the Government took to approve the replacement. No extension shall be granted in the case of unaccepted proposed replacements.

#### **H.12 DOCUMENTATION OF REQUEST FOR EQUITABLE ADJUSTMENT**

For the purpose of this clause, the term “change” includes:

1. a change made pursuant to a written order designated as a “change order”,
2. an engineering change proposed by the Government or the Contractor pursuant to other clauses of this contract, and

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3. any act or omission to act on the part of the Government in respect to which a request is made for equitable adjustment under “CHANGES – COST REIMBURSEMENT” FAR 52.243-2, (AUG 1987) or any other article or clause of this contract.

Whenever the Contractor requests or proposes an equitable adjustment of **\$25,000.00 or more** with respect to a change made pursuant to a written order designated as a “change order” or with respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount with respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

1. A description of the work required by the contract before the change, which has been deleted by the change;
2. A description of the work deleted by the change which already had been completed. The description is also to include a list of identifiable components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate descriptions are to be furnished for design and production work. Items of identifiable raw materials, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;
3. Description of work necessary to undo work already completed which has been deleted by the change;
4. Description of work which is substituted or added by the change. A list of identifiable components and equipment (not bulk materials or items) involved, should be included. Separate descriptions are to be furnished for design and production work;
5. Description of interference and inefficiencies in performing the change;
6. Description of disruption attributable solely to the change; which description shall include the following information:
  1. Description of each identifiable element of disruption and how work has been, or may be, disrupted;
  2. The calendar period of time during which disruption occurred, or may occur;

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3. Area(s) of the Contractor's operations where disruption occurred, or may occur;
4. Trade(s) or functions disrupted, with a breakdown of man hours and materials for each trade or function;
5. Scheduling of trades before, during, and after the period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
6. Description of any measures taken to lessen the disruptive effect of the change;
7. Delay in delivery attributable solely to the change;
8. Other work or increased costs attributable to the change;
9. Supplementing the foregoing, a narrative statement of the "causal" relationship between the alleged Government act or omission and the claimed consequences therefore, cross-referenced to the detailed information provided as required above; and
10. Each proposal submitted in accordance with the clause shall include a copy of the Contractor's labor budget at the cost class level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost class level.

It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs H.18.1 through H.18.10 above, or that the Contractor may not be reasonably able to furnish all of the factors listed in subparagraphs H.18.1 through H.18.10 above. Accordingly, the Contractor is only required to set forth in his proposal, information with respect to those factors which are relevant in the individual claims for equitable adjustment, or which he is reasonably able to furnish.

In addition to any information required, each proposal submitted in support of a claim for equitable adjustment, under any clause of this contract, of \$100,000 or more and shall contain a duly executed SF 1411 with respect to each individual claim item. The information furnished shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, as set forth in the SF 1411, with the information submitted thereof.

## **H.13 DISPOSITION OF GOVERNMENT FURNISHED INFORMATION**

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The Government Furnished Information (GFI) identified in Section J remains the property of the Government for the duration of the contract performance period. Disposition of the GFI will be determined by the Contracting Officer in conjunction with Final Settlement.

#### **H.14 SYSTEM ENGINEERING SUPPORT**

The Government may acquire systems engineering support and IV&V services for this program from Private Sector Companies, including Booz Allen Hamilton, Inc. and other Government agencies (e.g., SPAWAR or VOLPE). Therefore, the Contractor is advised that employees of other organizations, such as those named, may assist the Government in performing technical evaluations of deliverables under this contract.

#### **H.15 RESERVED**

#### **H.16 RESERVED**

#### **H.17 WARRANTY PERIOD**

Notwithstanding the provisions of the “Inspection of Supplies” clause of this contract, supplies accepted by the Government are warranted by the Contractor to be free from any defects in material or workmanship and are also warranted to be in conformity with contract requirements for a period of twelve (12) months unless a different warranty exceeding twelve (12) months is specified. The warranty period for CLINs 0001 and 0002 shall begin upon Government preliminary acceptance of IOC (CLIN 0002), as described under E.3.1, for a period of twelve (12) months. The words “preliminary acceptance” as used herein means the execution of the accepted block, annotated with the word “Preliminary,” and signing of a DD Form 250 by an authorized Government representative.

The Government will notify the Contractor of any defects or requirement nonconformities that are discovered within the warranty period. If the Government so requires within a reasonable time after such notification the Contractor shall expeditiously proceed to correct or replace the defective or nonconforming item or part thereof. After acceptance of the replaced or corrected supplies, the Warranty period for the replaced or corrected supplies shall remain in effect for twelve (12) months unless a different warranty exceeding twelve (12) months is specified as part of the Warranty Book required in Attachment J.1 (Statement of Work) Section 3.1.1.5.2.11.3.

**Core NAIS and IOC Implementation.** If damage occurs during shipment, or if problems are found during inspection or reassembly of items associated with the core NAIS or IOC implementation, the Contractor shall notify in writing the

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designated Government acceptance representative prior to effecting repairs. The notification shall include a written description of the damage or problem, the repair plan, and an assessment of how the repairs will affect the planned acceptance tests. All repairs shall meet the requirements of the contract, including any applicable inspections, tests, and trials. The Government reserves the right to witness all inspections and all repairs prior to acceptance.

**Post-IOC Equipment Orders.** If damage occurs or if problems are found during inspection or reassembly of items associated with post-IOC Sector Command Center (SCC) or Physical Shore Station (PSS) equipment orders, the Government will notify the Contractor within three (3) business days. The Contractor shall address and remedy any defect as described under the Warranty Administration Process (see SOW Section 3.1.1.5.2.11.2).

Whenever practicable, the Government will, in addition to giving the Contractor notice of any defect or nonconformance, afford the Contractor an opportunity to examine the defects in the supplied items before they are replaced or corrected.

The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights otherwise afforded to the Government under this contract.

#### **H.18 U. S. COAST GUARD INFORMATION TECHNOLOGY SECURITY CLAUSE**

No contractor personnel shall commence any performance under this contract until they (1) have received a security briefing about the Automated Information Systems (AIS) Security Manual (COMDTINST M5500.13 (series)) from the appropriate Coast Guard Information Systems Security Officer (ISSO) and (2) have signed an “Annual Coast Guard Information Technology Contractor User Security Agreement.” A sample of this user security agreement is provided as an Attachment to this contract. By signing the aforementioned user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all Coast Guard information technology resources and information related thereto. The COTR for this contract shall arrange the aforementioned security briefing.

The contractor shall only access those areas of Coast Guard information technology resources (e.g., computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, internet sites) explicitly stated in this contract and/or as approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not explicitly authorized by the statement of work, other terms and conditions in this contract, or approved in writing by the COTR is strictly prohibited. In the event of violation of this provision, Government will take appropriate action with regard to the contract.

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Contractor access to Coast Guard networks from a remote location is a temporary privilege for the mutual convenience it offers while the Contractor performs business for the Coast Guard. It is not a right, a guarantee, a condition of the contract, nor is it Government Furnished Equipment (GFE).

Contractor access will be terminated for unauthorized use. The contractor agrees to hold the Coast Guard harmless and the contractor will not request additional time or money under the contract for delay resulting from the consequential termination of access due to unauthorized use.

**END OF SECTION H**



**PART II – CONTRACT CLAUSES**

**SECTION I – CONTRACT CLAUSES**

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## PART II – CONTRACT CLAUSES

### SECTION I – CONTRACT CLAUSES

#### **I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP 1990
52.215-2	AUDIT AND RECORDS – NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT	OCT 1997

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<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	FORMAT	
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT First Fill-in: "30th"	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219.4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2007
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS First Fill-in: "10"	SEP 2005
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006

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<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.222-41	SERVICE CONTRACT ACT OF 1965 AS AMENDED	JUL 2005
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA,  Alternate I (July 1995)	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG FREE WORKPLACE	MAY 2001
52.223-11	OZONE-DEPLETING SUBSTANCES	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT – SUPPLIES (Note: Applicability, if any, limited by 14 USC 665.)	JUN 2003
52.225-11	BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	NOV 2006
52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY  ALTERNATE II (APR 1984)  Fill-in: The NAIS System	APR 1984
52.227-13	PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT	JAN 1997
52.227-14	RIGHTS IN DATA - GENERAL  ALTERNATE II (DEC 2007)	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	DEC 2007
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007
52.227-18	RIGHTS IN DATA-EXISTING WORKS	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.227-22	MAJOR SYSTEM-MINIMUM RIGHTS	JUN 1987
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996
52.229-2	NORTH CAROLINA STATE AND LOCAL SALES TAX (APR 1984) – ALTERNATE I	APR 1984

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<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING SERVICES	APR 1998
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-1	PAYMENTS	APR 1984
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984

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<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES – FIXED PRICE	AUG 1987
52.243-2	CHANGES – COST REIMBURSABLE	AUG 1987
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP 2006
52.245-1	GOVERNMENT PROPERTY (JUN 2007) ALT I	JUNE 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-24	LIMITATION OF LIABILITY – HIGH-VALUE ITEMS, Alternate I (Apr 1984)	FEB 1997
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	FEB 2000
52.248-3	VALUE ENGINEERING – CONSTRUCTION	SEP 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT) with ALTERNATE IV (SEPT 1996)	MAY 2004
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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**HOMELAND SECURITY ACQUISITION REGULATION (48CFR  
CHAPTER 30)**

<http://www.dhs.gov/xopnbiz/regulations/>

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>(DATE)</u></b>
3052.204-71	CONTRACTOR EMPLOYEE ACCESS	JUN 2006
3052.204-70	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	JUN 2006
3052.211-70	INDEX FOR SPECIFICATIONS	DEC 2003
3052.219-70	SMALL BUSINESS SUBCONTRACTING PLAN REPORTING	JUN 2006
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	DEC 2003
3052.222-90	LOCAL HIRE	JUN 2006
3052.223-90	ACCIDENT AND FIRE REPORTING	DEC 2003
3052.228-70	INSURANCE	DEC 2003
3052.242-71	DISSEMINATION OF CONTRACT INFORMATION	DEC 2003
3052.242-72	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	DEC 2003
3052.245-70	GOVERNMENT PROPERTY REPORTS	JUN 2006

**I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Head of the Contracting Activity (HCA) of the U.S. Coast Guard and shall not be binding until so approved.

**I.3 FAR 52.204-10 REPORTING SUBCONTRACT AWARDS (SEP 2007)**

(a) *Definition. Subcontract*, as used in this clause, means any contract as defined in FAR [Subpart](#) 2.1 entered into by the Contractor to furnish supplies or services for performance of this contract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders, but does not include contracts that provide supplies or services benefiting two or more contracts.

(b) Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282) requires establishment of a pilot program for a single searchable website, available to the public at no charge that includes information on Federal subcontracts.

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(c) Within thirty days after the end of March, June, September, and December of each year through 2008, the Contractor shall report the following information at [www.esrs.gov](http://www.esrs.gov) for each subcontract award with a value greater than \$1 million made during that quarter. (The Contractor shall follow the instructions at [www.esrs.gov](http://www.esrs.gov) to report the data.)

- (1) Name of the subcontractor.
- (2) Amount of the award.
- (3) Date of award.
- (4) The applicable North American Industry Classification System code.
- (5) Funding agency or agencies.
- (6) Award title descriptive of the purpose of the action.
- (7) Contract number.
- (8) Subcontractor location including address.
- (9) Subcontract primary performance location including address.
- (10) Unique identifier for the subcontractor.

(End of clause)

#### **I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(k\)](#).

(End of clause)

#### **I.5 FAR 52.216-10 INCENTIVE FEE (MAR 1997) (APPLICABLE TO CLIN 0001)**

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) “Target cost,” as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) “Target fee,” as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government’s interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years’ settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor’s past performance related to the submission and settlement of final indirect cost rate proposals.

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(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by \_\_\_\_\_ [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by \_\_\_\_\_ [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than \_\_\_\_\_ [Contracting Officer insert percentage] percent or less than \_\_\_\_\_ [Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the

## Section I – Contract Clauses

Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of Clause)

#### **I.6 FAR 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule B at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the base and each option period. Delivery of the added items shall continue at the same rate as the like items called for under the contract unless the parties otherwise agree.

#### **I.7 FAR 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the number line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the prescribed period of performance of the base and each option period. Delivery of added

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items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

#### **I.8 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6 months**. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of contract expiration date**.

(End of clause)

#### **I.9 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **the dates specified within Table I.1 below**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days before the contract expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **nine (9) years**.

**Table I.1 CLIN Date of Exercise**

For each grouping of CLINs, each CLIN within the group may be exercised separately, if at all.

<b>Contract Line Item Number (CLIN)</b>	<b>Latest Date of Exercise</b>
0001	Date of Contract Award
0002 - 0013	23 Months after Contract Award
1001 - 1009	23 Months after Contract Award

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Contract Line Item Number (CLIN)	Latest Date of Exercise
1010 - 1021	35 Months after Contract Award
2001 - 2009	35 Months after Contract Award
2010, 2018 - 2027	47 Months after Contract Award
3001 - 3009	47 Months after Contract Award
3010, 3024 - 3033	59 Months after Contract Award
4001 - 4009	59 Months after Contract Award
4010, 4030 - 4039	71 Months after Contract Award
5001 - 5009	71 Months after Contract Award
5010, 5036 - 5043	83 Months after Contract Award
6001 - 6009	83 Months after Contract Award
6010, 6041 - 6043	95 Months after Contract Award

(End of clause)

#### **I.10 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, **45 days** prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR [23.601](#)(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior

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contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

#### **I.11 FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS (DEC 2007)**

(a) *Scope of clause.* This clause shall apply to all technical data (as defined in the Rights in Data—General clause included in this contract) that have been specified in this contract as being subject to this clause. It shall apply to all such data delivered, or required to be delivered, at any time during contract performance or within 3 years after acceptance of all items (other than technical data) delivered under this contract unless a different period is set forth herein. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) Technical data declaration.

(1) All technical data that are subject to this clause shall be accompanied by the following declaration upon delivery:

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TECHNICAL DATA DECLARATION (JAN 1997)

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Government contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(End of declaration)

(2) The Government shall rely on the declarations set out in paragraph (b)(1) of this clause in accepting delivery of the technical data, and in consideration thereof may, at any time during the period covered by this clause, request correction of any deficiencies which are not in compliance with contract requirements. Such corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data—General clause included in this contract.

(c) *Technical data revision.* The Contractor also agrees, at the request of the Contracting Officer, to revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item (other than technical data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) Withholding of payment.

(1) At any time before final payment under this contract the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$100,000 or 5 percent of the amount of this contract, whichever is less, if in the Contracting Officer's opinion respecting any technical data that are subject to this clause, the Contractor fails to—

- (i) Make timely delivery of such technical data as required by this contract;
- (ii) Provide the declaration required by paragraph (b)(1) of this clause;
- (iii) Make the corrections required by paragraph (b)(2) of this clause; or
- (iv) Make revisions requested under paragraph (c) of this clause.

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(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has delivered the data and/or has made the required corrections or revisions. Withholding shall not be made if the failure to make timely delivery, and/or the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The Contracting Officer may decrease or increase the sums withheld up to the sums authorized in paragraph (d)(1) of this clause. The withholding of any amount under this paragraph, or the subsequent payment thereof, shall not be construed as a waiver of any Government rights.

(End of clause)

#### **I.12 FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) *Definitions.* “Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_\_\_\_\_ **(to be negotiated)** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

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(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within \_\_\_\_\_ **(to be negotiated)** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

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(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

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(End of clause)

**I.13 FAR 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER  
PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)  
ALTERNATE III (APR 1984)**

(a) *Definitions.* As used in this clause—

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

“Defect” means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean “data.”

(b) Contractor’s obligations.

(1) The Contractor’s warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within:

- (i) the duration of any warranties for equipment or supplies provided to the Contractor by an Original Equipment Manufacturer or supplier that exceeds the warranty duration specified in paragraphs ii or iii, below:
- (ii) for the core system capability and the three IOC Sectors.
- (iii) 12 months after acceptance of the equipment ordered in support of establishing FOC.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall—

- (i) Promptly correct the defect; or
- (ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

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(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 14 days after discovery of the defect. Upon notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 5 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, and the timeframe that any corrective action shall be undertaken. Unless otherwise provided by the Contracting Officer, Contractor repair of defects, inclusive of all necessary parts and supplies, shall be completed within 72 hours of notification. If the Contractor is unable to meet the required response time, the Contractor shall provide written notification to the Contracting Officer within 2 days requesting an extension of time. If the Contracting Officer approves the request a written approval will be provided with a new response deadline.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services performed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The

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warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause—

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the location identified by the Government.

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(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to—

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause;

or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise—

(i) Obtain detailed recommendations for corrective action and either—

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the

#### **Section I – Contract Clauses**

Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(7) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when offering the total final price. After establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustment made under paragraph (b)(6) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the incentive Price Revision clause of this contract.

(End of clause)

#### **I.14 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b))

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of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

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(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

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\_\_\_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

#### **I.15 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract are as follows:

Project Manager

Lead Systems Engineer

Lead Software Engineer

Lead Logistician

Environmental Manager

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NAIS Project Resident Office

(End of clause)

**END OF SECTION I**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**Section J – List of Attachments**

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**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

ATTACHMENT	TITLE	NO. OF PAGES
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J.3	Contract Data Requirements List	110
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J.16	DHS MD 4300A Attachment J	5
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J.20	Annual Coast Guard Information Technology Contractor User Security Agreement	1
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J.22	Contractor Report of Government Property DHS Form 700-5	1
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**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.1 – STATEMENT OF WORK**

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**END OF SECTION J.1**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.2 – PERFORMANCE SPECIFICATION**

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**END OF SECTION J.2**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**J.3 – CONTRACT DATA REQUIREMENTS LIST**

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**END OF SECTION J.3**



**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.4 – COAST GUARD SECTORS DEFINITION AND DESCRIPTION  
DOCUMENT**

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**END OF SECTION J.4**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.5 – RECEIVE AND TRANSMIT COVERAGE REQUIREMENTS**

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**END OF SECTION J.5**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.6 – WORK BREAKDOWN STRUCTURE**

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**END OF SECTION J.6**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.7 – I-1 EQUIPMENT OFFERED FOR POTENTIAL I-2 USE**

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**END OF SECTION J.7**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.8 – TECHNICAL LIBRARY**

INSTRUCTIONS TO OFFERORS: All of the enclosures listed below are available via controlled access at the following location: <http://www.naisproject.net/>. See the website for additional instructions regarding registration and access procedures.

ATTACHMENT	TITLE	NO. OF PAGES
J.8	Technical Library Information Sheet	1
Encl. 1	Existing USCG R21, VTS and I-1 Sites (Amendment 1)	3
Encl. 2	The NAIS/R21 Integration Test Report v2.0 (Amendment 1) (Including Pictorial and Base Electronic System Engineering Plan Supplements)	178
Encl. 3	DHS Technical Reference Model (TRM)	978
Encl. 4	USCG Information Technology Product Inventory (ITPI)	26
Encl. 5	Technical Characteristics for USCG Encrypted Automatic Identification System (EAIS) Very High Frequency Data Link (VDL) Standard (v4.0)	31
Encl. 6	COMDTINST M2400.1G: Spectrum Management Policy and Procedures	43
Encl. 7	COMDTINST M5500.13B: Information Assurance Manual	59
Encl. 8	I-1 Technical Data Package	N/A
Encl. 9	Pre-Award Site Visit Presentation (Amendment 1)	152
Encl. 10	Test Measurement and Diagnostic Equipment Index (TMDE)	N/A

**END OF SECTION J.8**

**Section J – Attachment J.8: Technical Library**

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**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.9 – NAIS I-2 COMPONENT DESIGN CONSTRAINTS**

INSTRUCTIONS TO OFFERORS: All of the enclosures listed below are publicly available at the following location: <http://www.naisproject.net/>.

ATTACHMENT	TITLE	NO. OF PAGES
J.9	NAIS I-2 Component Design Constraints	1
Encl. 1	OSC Design Constraints	1
Encl. 2	SOC Design Constraints	1
Encl. 3	CGDN+ Information	2
Encl. 4	DHS OneNet Information	2
Encl. 5	SCC Information	1
Encl. 6	VTs Description	2
Encl. 7	GIS Information	N/A

**END OF SECTION J.9**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.10 – RF COVERAGE DESIGN AND PSS SITE SELECTION PROCESS**

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**END OF SECTION J.10**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.11 – FEDERAL AVIATION ADMINISTRATION DOCUMENTATION**

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**END OF SECTION J.11**



**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.12 – COLLOCATION APPLICATION**

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**END OF SECTION J.12**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**J.13 – ENVIRONMENTAL SITE ASSESSMENT CHECKLIST**

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**END OF SECTION J.13**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**J.14 – SITE IDENTIFICATION INFORMATION CHECKLIST**

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**END OF SECTION J.14**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**J.15 – FREQUENCY AUTHORIZATION REQUEST FORM**

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**END OF SECTION J.15**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.16 – DHS MD 4300A ATTACHMENT J**

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**END OF SECTION J.16**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**J.17 – PAST PERFORMANCE PACKAGE**

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**END OF SECTION J.17**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**J.18 – SUBCONTRACTING PLAN**

Contractor's approved plan to be incorporated at contract award.

**END OF SECTION J.18**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**J.19 – RESERVED**

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**END OF SECTION J.19**

**Section J – Attachment J.19: Reserved**

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**J.20 – ANNUAL COAST GUARD INFORMATION TECHNOLOGY  
CONTRACTOR USER SECURITY AGREEMENT**

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**END OF SECTION J.20**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**J.21 – STANDARD FORM 1428 INVENTORY DISPOSAL SCHEDULE**

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**END OF SECTION J.21**

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**J.22 – CONTRACTOR REPORT OF GOVERNMENT PROPERTY DHS FORM  
700-5**

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**END OF SECTION J.22**

**Section J – Attachment J.22: Contractor Report of Government Property DHS  
Form 700-5**

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**J.23 – DD FORM 254**

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**END OF SECTION J.23**

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**J.24 – NAIS I-2 REQUIREMENTS MATRIX TEMPLATE**

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**END OF SECTION J.24**

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**SECTION J – LIST OF ATTACHMENTS**

**J.25 – RESERVED**

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**END OF SECTION J.25**

**Section J – Attachment J.25: Reserved**

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**J.26 – NETWORK CONNECTIVITY AGREEMENT DATA COLLECTION  
FORM**

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**END OF SECTION J.26**

**Section J – Attachment J.26: Network Connectivity Agreement Data Collection  
Form**

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**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**



**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

**K.1 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE  
DETERMINATION (APRIL 1985)**

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....  
.....  
**[insert full name of person(s) in the offeror's organization responsible for  
determining the prices offered in this bid or proposal, and the title of his or her  
position in the offeror's organization];**

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

**Section K – Representations, Certifications, and other Statements of Offerors**

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
(SEP 2007)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

*Common parent*, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Section K – Representations, Certifications, and other Statements of Offerors**

***Taxpayer Identification Number (TIN)***, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

**Section K – Representations, Certifications, and other Statements of Offerors**

☐ Other

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 FAR 52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business)  
(MAY 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

**K.5 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)  
NUMBER (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

**Section K – Representations, Certifications, and other Statements of Offerors**

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

**K.6 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **517919**.

(2) The small business size standard is **\$12.5 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications

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currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

## K.7 ONLINE ANNUAL REPRESENTATIONS AND CERTIFICATIONS

Offerors shall file all required representations and certifications online at the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>, and verify by submission of their offer that the representations and certifications currently posted electronically via the ORCA website have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

## K.8 FAR 52.207-4 ECONOMIC PURCHASE QUANTITY—SUPPLIES (AUG 1987)

### Section K – Representations, Certifications, and other Statements of Offerors

K-7

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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**K.9 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local)

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contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

*This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.*

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.10 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (**check applicable block**) to use one or more

#### **Section K – Representations, Certifications, and other Statements of Offerors**



plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>Place of Performance</b>	<b>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</b>
-----------------------------	--------------------------------------------------------------------------------------------------------------------

(Street Address, City, State,  
County, Zip code)

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**K.11 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(MAY 2004)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **517919**.

(2) The small business size standard is **\$23 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

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The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]*

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-

## **Section K – Representations, Certifications, and other Statements of Offerors**

disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

## **Section K – Representations, Certifications, and other Statements of Offerors**

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

*Alternate I (Apr 2002).* As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

**K.12 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into

**Section K – Representations, Certifications, and other Statements of Offerors**

account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

*Alternate I (OCT 1998)*

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the

**Section K – Representations, Certifications, and other Statements of Offerors**

address of the small disadvantaged business concern that is participating in the joint venture.

**K.13 FAR 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

*(a) Definition.*

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*(b) Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

**Listed End Product**

**Listed Countries of Origin**

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*(c) Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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**K.14 FAR 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES  
(FEB 1999)**

(a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K.15 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that –

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.16 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

(a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.17 FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT  
REPORTING REQUIREMENTS (DEC 2001)**

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By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K.18 FAR 52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS—CONTRACTOR CERTIFICATION (JUN 2006)**

(a) The following certification shall be checked:

Certification

The offeror certifies [ ] does not certify [ ] that—

- (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;
  - (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An “established catalog price” is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An “established market price” is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and
  - (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.
- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

**K.19 FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**Section K – Representations, Certifications, and other Statements of Offerors**



**K.20 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE  
REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

**Section K – Representations, Certifications, and other Statements of Offerors**

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located in the United States or its outlying areas.

**K.21 FAR 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.22 FAR 52.225-6 TRADE AGREEMENTS CERTIFICATE (JAN 2005)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

**Section K – Representations, Certifications, and other Statements of Offerors**

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

**K.23 FAR 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY  
AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)**

(a) *Definitions.* As used in this provision—

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Representation.* The offeror represents that it—

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

**K.24 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)**

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

**Section K – Representations, Certifications, and other Statements of Offerors**

(7) Number of units.

(8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

*Alternate I (APR 1984)*

Substitute the following for the introductory portion of paragraph (a) of the basic clause:  
When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**K.25 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data—General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]—

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

**Section K – Representations, Certifications, and other Statements of Offerors**

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: “Limited rights data” and “Restricted computer software” are defined in the contract clause entitled “Rights in Data—General.”

**K.26 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement—Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

**Section K – Representations, Certifications, and other Statements of Offerors**

[ ] (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a

## **Section K – Representations, Certifications, and other Statements of Offerors**

revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

## K.27 CONGRESSIONAL INFORMATION

The following information shall be provided by the Offeror, and all proposed subcontractors or teaming Contractors:

### Section K – Representations, Certifications, and other Statements of Offerors

(1) Home Office Congressional District: \_\_\_\_\_

(2) Principal Place of Performance of the work required under the resulting contract  
(City and State): \_\_\_\_\_

(3) Congressional District of the Principal Place of Performance: \_\_\_\_\_

(4) Name(s) and Party(ies) of Congressional Representative: \_\_\_\_\_

**K.28 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [ ] agrees to the terms and conditions set forth therein; or [ ] has the following exceptions (continue on a separate attachment page, if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.29 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section K – Representations, Certifications, and other Statements of Offerors**



**END OF SECTION K**

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**Section L – Instructions, Conditions and Notices to Bidders**

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As of Amendment 7

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## **PART IV REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS.**

#### **L.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[http://www.uscg.mil/hq/cg-85/acquisition\\_regulations.htm#DHS](http://www.uscg.mil/hq/cg-85/acquisition_regulations.htm#DHS)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.215-1	Instructions to Offerors – Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice of Progress Payments	APR 1984

#### **L.2. PROVISIONS INCORPORATED IN FULL TEXT.**

##### **L.2.1. FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997), ALTERNATE IV (OCT 1997).**

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide information described below:
  - i. A Cost/Price proposal shall be provided in accordance with L.9.

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- ii. The government reserves the right to require the submission of certified cost or pricing data if the Contracting Officer later determines that none of the exceptions listed at FAR 15.403-1, Prohibition on Obtaining Cost or Pricing Data, apply.

(End of Provision)

**L.2.2. FAR 52.216-1 TYPE OF CONTRACT (APR 1984).**

The Government contemplates award of one hybrid type contract using a mixture of cost-plus-incentive-fee (CPIF), cost-plus-fixed-fee (CPFF), and firm fixed price (FFP) Contract Line Item Numbers (CLINs).

(End of Provision)

**L.2.3. FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993).**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned

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that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of Provision)

**L.2.4. FAR 52.233-2 SERVICE OF PROTEST (SEP 2006).**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commandant (CG-9124)  
U.S. Coast Guard  
Attn: Ms. Kerri B. Williams, NAIS Contracting Officer  
2100 Second St., SW  
Jemal Building, Room 11-0703  
Washington, DC 20593

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**L.2.5. FAR 52.234-3 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST AWARD IBR (JUL 2006).**

(a) The Offeror shall provide documentation (an Advance Agreement) that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard -748 (current version at time of solicitation).

(b) If the Offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the Offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

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(1) The plan shall –

- (i) Describe the EVMS the offeror intends to use in performance of the contracts;
- (ii) Distinguish between the Offeror's existing management system and modifications proposed to meet the guidelines;
- (iii) Describe the management system and its application in terms of the EVMS guidelines;
- (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
- (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the Offeror's plan for an EVMS before contract award.

(4) The Offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

(End of provision)

**L.2.6. HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006).**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Offerors with the potential to attain an unfair competitive advantage. Of primary concerns are those contractual arrangements in which the Offeror has provided or provides support to the Nationwide Automatic Identification System Project Office, CG-939 for NAIS Increment 1 or Increment 2 at the USCG HQs (Washington, DC), USCG Operations Systems Center (Martinsburg, WV), USCG R&D Center (Groton, CT), Naval Sea Logistics Center (Mechanicsburg, PA), Department of Transportation – Volpe (Cambridge, MA), and Space and Naval Warfare Systems

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As of Amendment 7

(San Diego, CA). Also of concern are those contractual arrangements in which the offeror has provided or provides support to the NAIS Program Sponsor's Office, currently titled the Office of C4 and Sensor Capabilities, CG-761, at USCG HQs (Washington, DC). Also of concern are those contractual arrangements in which the Offeror has provided or provides support to the Assistant Commandant for Acquisition, CG-9, at the USCG HQs (Washington, DC). General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence of non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely on the presence of an OCI requirement.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

(1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

## **Section L –Instructions, Conditions, and Notices to Offerors**

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

### **L.3. INFORMATION TO OFFERORS.**

#### **L.3.1. CONTRACTOR SELECTION.**

Selection of a Contractor will be based on a best value determination consistent with the evaluation factors described in Section M, Evaluation Factors for Award. Offerors shall submit their best offer as their initial offer. Offerors are advised the Government intends to award without discussions. Pursuant to the provisions of the Clause at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, to the degree that negotiations are required, the Government intends to negotiate with all responsible offerors whose proposals are determined to be within the competitive range. In accordance with FAR 15.306, Exchanges with Offerors after receipt of Proposals, limited communication may be conducted with Offerors for the purpose of establishing the competitive range. Those Offerors outside of the competitive range, if established, will not be permitted to continue in the procurement and will be notified in writing.

#### **L.3.2. RFP CLARIFICATIONS AND AMENDMENTS.**

The point of contact for this acquisition is the NAIS Contracting Officer, Ms. Kerri Williams, Commandant (CG-9124). The Contracting Officer (KO) is the sole point of contact for this acquisition.

In order to seek any necessary clarifications to this RFP, questions may be submitted to the Coast Guard via the Internet website: [www.naisproject.net](http://www.naisproject.net). Questions must be submitted through the Offerors' Q&A links provided on the solicitation pages. Solicitation questions must be addressed to the Contracting Officer with a copy submitted by email to [kerri.b.williams@uscg.mil](mailto:kerri.b.williams@uscg.mil) no later than 3:00 PM Eastern Standard Time on Thursday, January 31, 2008. ALL answers to questions will be posted to the website. Whenever possible, the KO will reshape the questions received to allow a response to all Offerors without incorporating information that reveals the identity of individual potential Offerors. Questions received after the above cutoff date and time may not be answered. Submission of questions and any resulting answers from the Government will not require the KO to extend the solicitation closing date. Only proposals submitted in

### **Section L –Instructions, Conditions, and Notices to Offerors**

accordance with the Proposal Preparation Instructions of this solicitation will be evaluated. Amendments, should they be required, will be released via website at [www.naisproject.net](http://www.naisproject.net) and <http://www.fedbizopps.gov>. The KO will notify Offerors when amendments are posted and available.

**L.3.3. DEBRIEFINGS.**

The KO will promptly notify Offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The KO will notify unsuccessful Offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful Offerors may request and receive either a pre-award or post-award debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

**L.3.4. NOTIFICATION TO OFFERORS OF USE OF NON-  
GOVERNMENT PERSONNEL.**

**L.3.4.1.** Offerors are advised that employees of the firms identified below may serve as Advisors to the Source Selection Organization during the source selection process. These individuals will be authorized access to only those portions of proposal data and discussions that are necessary to enable them to provide comments and make recommendations to the source selection evaluation teams. Such firms are explicitly prohibited from competing on the subject acquisition and from scoring or rating of proposals or recommending the selection of a source.

Booz Allen Hamilton, Inc.  
Enterprise Information Services, Inc.  
B.I.G. Enterprises, Inc.  
Columbia Research Group, Inc.

Note: Companies listed above may not assist or participate in preparation or submission of any proposal associated with this acquisition.

**L.3.4.2.** In order to perform their duties related to source selection, a limited number of contractor support employees will have controlled access to information contained in Offerors' proposals. The Coast Guard shall take into consideration measures to avoid organizational conflicts of interest and shall ensure that contractor support employees safeguard information contained in Offerors' proposals. Contractor support employees are subject to the criminal and civil penalties under the Procurement Integrity Act for unauthorized use or release of information contained in Offerors' proposals.

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Before any contractor support employee is given access to proposal information, the Coast Guard shall provide training in the requirements of and penalties under the Procurement Integrity Act.

**L.3.5. SITE VISITS.**

Pursuant to FAR 52.237-1, Site Visit, a site visit is scheduled (see below). All Offerors intending to submit a proposal may attend the site visit. However, no more than two representatives from each company or major division of a company may attend.

The site visit will be held at U.S. Coast Guard Recruit Training Center (Ida Lewis Auditorium), Cape May, New Jersey on January 8<sup>th</sup>, 2008. Registration at the site will begin at 7:45 am. Presentations will begin at 8:30 am and are expected to end by 5:00 pm. During the site visit, the Coast Guard will present information on Rescue 21 sites, NAIS Increment 1 Sites, and Coast Guard Sector Command Centers located within the NAIS IOC Sectors; the Coast Guard Operations Systems Center; and the Coast Guard Navigation Center. Additionally, attendees will be able to visit the Rescue 21 Remote Fixed Facility site in Cape May, NJ, where the Coast Guard has conducted NAIS/Rescue 21 equipment integration testing. Directions to the U.S. Coast Guard Recruit Training Center are provided at <http://www.uscg.mil/hq/capemay/directions.htm>.

All interested attendees must pre-register at [www.naisproject.net](http://www.naisproject.net) no later than December 31, 2007 to attend the site visit. Representatives who are Foreign Nationals must provide additional information for prior clearance by the Government. To allow ample time to complete this vetting, any Foreign National who wishes to attend as part of a potential Offeror's team must pre-register no later than January 2, 2008 (Notification of the site visit and opportunity to pre-register provided with release of solicitation synopsis to FEDBIZOPS on November 27, 2007).

**L.3.6. TECHNICAL LIBRARY.**

The Government has developed a technical library to assist potential Offerors with information to develop their proposals. To view the contents of Attachment J.8, Technical Library, Offerors are required to register for access at the following location:

[http://www.naisproject.net/NAIS\\_External/Naismain/default\\_tech.asp](http://www.naisproject.net/NAIS_External/Naismain/default_tech.asp)

Registration requires completing a registration form, signing a non-disclosure agreement, and sending in the non-disclosure agreement via fax or e-mail (if the signed agreement is scanned as a PDF beforehand). The

Contracting Officer will review submitted registrations. If approved, a unique username and password will be e-mailed to the registrant.

Approved registrants will be able to login and view the contents of the Technical Library at the following location:  
[http://www.naisproject.net/NAIS\\_External/NAISMain/default\\_tech.asp](http://www.naisproject.net/NAIS_External/NAISMain/default_tech.asp).

**L.3.7. USE OF NON-DEVELOPMENTAL ITEMS (NDI).**

The use of NDI in the design and development of the NAIS is preferred if such use meets the operational and performance requirements. The term NDI means:

- (1) Any item of supply that is available in the commercial marketplace;
- (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
- (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
  - i. Is not yet in use; or
  - ii. Is not yet available in the commercial marketplace.

Offerors are encouraged to propose NDI at all levels of the work breakdown structure.

**L.3.8. USE OF E-VERIFY PROGRAM.**

The Government will evaluate the process that Offerors use to confirm the legal working status of new hires. Use of the E-Verify program for this purpose will be considered a strength under the Management Capability and Approach factor. Firms may register for the E-Verify Program online at: <https://www.vis-dhs.com/employerregistration/>. This site provides instructions for completing the Memorandum of Understanding (MOU) for official registration in the Program. Offerors may also obtain additional information about E-Verify by visiting the U.S. Citizen and Immigration Services (USCIS) website at: <http://www.DHS.GOV/E-VERIFY> or calling the USCIS at 1 (888) 464-4218.

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**L.3.9. PROPOSAL AND PAST PERFORMANCE QUESTIONNAIRE DUE DATE.**

Offerors shall submit their proposals no later than 3:00 PM Eastern Standard Time on March 6, 2008. Offerors shall submit Past Performance Questionnaires directly to the Government no later than five (5) days in advance of the date set for submission of proposals. Offerors must use the templates provided in Section J.17.

Proposals will be received at the following address:

**For U.S. Mail delivery:**

Commandant (CG-9124/KBW)  
Attn: Ms. Kerri Williams, Jemal Building 11-0703  
U.S. Coast Guard Headquarters  
2100 Second Street, SW  
Washington, DC 20593-0001

Proposals submitted using the U.S. Postal Service are subject to possible delays and damage associated with security requirements involving irradiation of all incoming mail.

**For commercial carrier and hand-carried deliveries:**

U.S. Coast Guard (CG-9124)  
Attn: Ms. Kerri Williams, 202-475-3298  
Ref: HSCG23-08-R-ADA011  
1900 Half Street, SW, Suite 11-0703  
Washington, DC 20593

The U.S. Coast Guard Headquarters building on 1900 Half Street, Washington, DC, is a controlled access building. For Offerors intending to hand carry their proposal, prior arrangements for access must be made by contacting the Contracting Officer at least one work day prior to the date required for access. Expect some delays clearing building security and plan accordingly.

It is the Offeror's responsibility to ensure that proposals are delivered by the due date and time required. The required number of copies of the proposal must be received by the Contracting Officer at Coast Guard Headquarters prior to 3:00 PM on the required submission date. No changes or additions to a volume will be permitted after this date, except as provided under clarifications of proposals or discussions, if necessary. An Offeror that fails to meet any due date will be considered "late" in accordance with FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, incorporated at L.1.

**L.3.10. PROPOSAL ACCEPTANCE AND VALIDITY DATES.**

The Offeror shall hold its proposal and prices firm for at least 365 calendar days from the date specified for receipt of proposals.

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**L.3.11. DISPOSITION OF PROPOSALS.**

In accordance with FAR 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of such unsuccessful proposals.

**L.3.12. ELECTRONIC REFERENCE DOCUMENTS.**

All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) web site at <http://www.fedbizopps.gov>. Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

**L.4. PROPOSAL PREPARATION INSTRUCTIONS – GENERAL.**

This section provides general guidance for preparing proposals and proposal revisions, as well specific instructions on the format and content of the proposal.

**L.4.1. COMPLIANCE WITH INSTRUCTIONS.**

It is the Offeror's responsibility to ensure its proposal meets all requirements as stated in the solicitation. The Offeror's proposal must include all data and information requested by the instructions and must be submitted in accordance with these instructions. Non-conformance with the instructions provided in the instructions may result in an unfavorable proposal evaluation. Any exceptions to the solicitation's terms and conditions must be fully explained and justified. Alternative proposals will not be accepted or evaluated. As noted in Section L.9.2, Offerors shall not change the contract types provided in Section B. Non-conformance with this requirement shall result in the Offeror being eliminated from further competition.

**L.4.2. INCLUDE NECESSARY AND SUFFICIENT DETAIL.**

The proposal shall be clear, concise, and shall include necessary and sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Statements such as "the Offeror understands," "the Offeror has a long history of outstanding support," along with responses that paraphrase the solicitation, are considered inadequate. Phrases such as "standard procedures shall be employed" or "well known techniques shall be used," without a specific



Government or industry reference, shall be considered inadequate and unsatisfactory.

**L.4.3. EMBELLISHMENTS NOT DESIRED.**

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

**L.4.4. PROPOSAL ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS.**

The Offeror shall submit the proposal as set forth in the Proposal Organization Table (Table 1) below. The titles and contents of the volumes shall be defined in this table, all of which shall be within the required page limits and with the number of copies as specified in Table 1. The attachments identified in the table shall be separately bound in three-ring, loose-leaf binders.

**TABLE 1 PROPOSAL ORGANIZATION TABLE**

<b>VOLUME</b>	<b>SECTION</b>	<b>VOLUME/SECTION TITLE</b>	<b>COPIES</b>	<b>PAGE LIMIT</b>
<b>I</b>	<b>Volume Heading</b>	<b>Contract Documentation</b>	<b>Original, 1 Copy and 3 CDs</b>	<b>Itemized below</b>
<b>I</b>	<b>1</b>	<b>Executive Summary</b>	<b>Same as above</b>	<b>5 pages</b>
<b>I</b>	<b>2</b>	<b>Model Contract, Representations and Certifications</b>	<b>Same as above</b>	<b>None</b>
<b>I</b>	<b>3</b>	<b>OCI Mitigation Plan</b>	<b>Same as above</b>	<b>None</b>
<b>I</b>	<b>4</b>	<b>Compensation Plan for Professional Employees</b>	<b>Same as above</b>	<b>None</b>
<b>I</b>	<b>5</b>	<b>Advance Agreement or EVMS Plan</b>	<b>Same as above</b>	<b>None</b>
<b>II</b>	<b>Volume Heading</b>	<b>Technical Capability and Approach</b>	<b>Original, 6 Copies &amp; 3 CDs</b>	<b>200 Pages</b>
<b>II</b>	<b>1</b>	<b>System Capability</b>	<b>Same as above</b>	<b>Included in above</b>
<b>II</b>	<b>2</b>	<b>Systems Engineering</b>	<b>Same as above</b>	<b>Included in above</b>

<b>VOLUME</b>	<b>SECTION</b>	<b>VOLUME/SECTION TITLE</b>	<b>COPIES</b>	<b>PAGE LIMIT</b>
<b>II</b>	<b>3</b>	<b>Deployment and Transition</b>	<b>Same as above</b>	<b>Included in above</b>
<b>II</b>	<b>4</b>	<b>Requirements Matrix (Completed Attachment J.24)</b>	<b>Same as above</b>	<b>None</b>
<b>III</b>	<b>Volume Heading</b>	<b>Management Capability and Approach</b>	<b>Original, 4 Copies, &amp; 3 CDs</b>	<b>Itemized Below</b>
<b>III</b>	<b>1</b>	<b>Project Management Approach and Corporate Experience</b>	<b>Same as above</b>	<b>60 Pages</b>
<b>III</b>	<b>2</b>	<b>Past Performance</b>	<b>Same as above</b>	<b>N/A</b>
<b>III</b>	<b>3</b>	<b>Small Business Utilization</b>	<b>Same as above</b>	<b>None</b>
<b>IV</b>	<b>Volume Heading</b>	<b>Cost/Price</b>	<b>Original, 2 Copies and 3 electronic media storage devices with capacity to hold all PVN files, including the Offeror(s)/Subcont ractor(s) Cost Proposal Worksheets on a single device - Use MS Excel 2003 and MS Word 2003.</b>	<b>N/A</b>
<b>IV</b>	<b>1</b>	<b>Completed Schedule B</b>	<b>Same as above</b>	<b>None</b>
<b>IV</b>	<b>2</b>	<b>Total Offered Price</b>	<b>Same as above</b>	<b>None</b>
<b>IV</b>	<b>3</b>	<b>Cost Proposal Worksheets (CPW)</b>	<b>Same as above – Use MS Excel 2003</b>	<b>None</b>
<b>IV</b>	<b>4</b>	<b>Price Volume Narration</b>	<b>Same as above - Use MS Word 2003</b>	<b>None</b>
<b>V</b>		<b>Redacted Copy</b>	<b>Original, 1 Copy</b>	<b>None</b>

**Section L –Instructions, Conditions, and Notices to Offerors**

VOLUME	SECTION	VOLUME/SECTION TITLE	COPIES	PAGE LIMIT
			and 1 CD	

**L.4.5. PAGE LIMITS.**

Page limits shall be treated as maximums. Page limitations apply to the proposal narrative and supporting information. Tables of Contents, Lists of Illustrations, Lists of Tables, Glossary of Acronyms and Abbreviations, and Lists of Appendices do not count against the page limit. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be returned to the Offeror as soon as practicable. Page limits may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the Offerors.

**L.4.6. COST OR PRICING INFORMATION.**

All cost or pricing information shall be addressed **ONLY** in the Cost/Price and Contract Documentation Volumes. Cost trade-off information, work-hour estimates and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

**L.4.7. CROSS REFERENCING.**

Proposals shall completely address the required information in the order in which it appears in this Section. To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation, which is not found in its designated volume, will be assumed to have been omitted from the proposal. Illustrations, calculations and schematic documentation may be included to further explain the proposal. If the same supporting documentation is required in more than one place within a single Volume, the proposal may reference the submission in the discussion. If more than one Volume requires submission of the same documentation, the proposal must include the information in each Volume.

**L.4.8. INDEXING.**

Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Pages shall be individually, sequentially and uniquely numbered.

**L.4.9. GLOSSARY OF ABBREVIATIONS AND ACRONYMS.**

**Section L –Instructions, Conditions, and Notices to Offerors**

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

**L.4.10. PAGE SIZE AND FORMAT.**

(1) A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 point, Times New Roman font. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1-inch margins on the top and bottom and  $\frac{3}{4}$  inch side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall also apply to responses to Evaluation Notices (ENs).

(2) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inch in size. Foldout pages shall fold entirely within the volume (i.e., to 8.5 x 11 inches when folded). Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than 8 point.

**L.4.11. BINDING AND LABELING.**

Each volume of the proposal should be separately bound in a three-ring loose-leaf binder, which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall bound each book, clearly marked as to volume number, title, copy number, solicitation identification, the Offeror's name and cage code. The same identifying data should be placed on the spine of each binder. Each page shall identify the submitting Offeror in the header or footer.

This program is unclassified. No classified data shall be submitted as part of the Offeror's proposal. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

**L.4.12. DISTRIBUTION.**

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Offeror shall submit its proposal in accordance with the instructions in Table 1, Proposal Organization Table. The "Original" proposal shall be identified. Proposals shall be addressed to the Contracting Officer and mailed to:

Commandant (CG-9124)  
Attn: Ms. Kerri B. Williams (Contracting Officer)  
2100 Second St. SW  
Jemal Building, Room 11-0703  
Washington, DC 20593

**L.4.13. ELECTRONIC OFFERS.**

For electronic copies, submit the proposal on Microsoft Windows Operating System-compatible, virus-free CD-ROMs, in either Portable Document Format (PDF) or Microsoft Office 2003 applications. If files are compressed, the necessary decompression program must be included. Each CD shall be properly labeled with solicitation number, Offeror's name, date, volume number, file names, brief description, data restrictions, and cross-references. Use separate files to permit rapid location of all items, including exhibits, annexes and attachments, if any. There is no limit to the number of files or CDs that can be submitted, as long as the page limitations are met. The paper and electronic copies shall be identical in all respects. The paper copy marked "Original" will be the precedent if there are discrepancies between copies. The Offeror shall provide a listing of the file names and the content of each file.

**L.4.14. IDENTIFICATION OF PROPOSAL PREPARERS.**

As a part of the title pages of the proposal, the Offeror shall identify the parties that authored the proposal and their relationship to the Offeror, if not from the same company.

**L.4.15. REDACTED COPY.**

The Offeror shall prepare and deliver with the submission of the proposal a version of the proposal that the Coast Guard may release to the public. This version shall be submitted as the Redacted Copy Volume (Volume V) and shall highlight in yellow only information that is proprietary or is a trade secret. The electronic submission may consist of scanned pages in .pdf format.

#### **L.5. PROPOSAL REVISIONS.**

If the Government requests revised proposals, Offerors shall submit changes in accordance with the following:

- (1) Proposal revisions shall be submitted as one (1) original paper copy as well as one (1) extra hard copy and two (2) electronic copies on CD ROM disks
- (2) In the upper right corner of each revised page, include the Offeror's name, exact location (volume, section, page number, etc.) within the original proposal, and date of transmittal.
- (3) Changes shall be marked by a change bar in the margin to indicate the changed part of each page.
- (4) If the revision exceeds one page, each page shall be marked with the page number it is replacing and a numerical or alphabetical extension (i.e. 93-a...93-d).
- (5) For each deleted page, a blank page shall be submitted denoted with "page intentionally left blank" and the original page number.

#### **L.6. PROPOSAL INSTRUCTIONS – VOLUME I: CONTRACT DOCUMENTATION.**

**L.6.1. SECTION 1: EXECUTIVE SUMMARY.** In the Executive Summary volume, the Offeror shall provide the following information:

**L.6.1.1. Narrative Summary.** Include a concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

**L.6.1.2. Table of Contents.** The Offeror shall include a master table of contents of the entire proposal.

**L.6.2. SECTION 2: MODEL CONTRACT/REPRESENTATIONS AND CERTIFICATIONS.** The Offeror shall provide the following information:

- a. The original signed Standard Form 33, Solicitation, Offer and Award, should be clearly marked under separate cover and should be provided without any punched holes. Signature by the Offeror on the SF33 constitutes an offer, which the Government may accept.
- b. A signed SF 33 and Section B with cost/prices and other Offeror information completed.

- c. A completed Section K, Representations, Certifications, and Other Statements of Offerors. (NOTE: Offerors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database.)

**L.6.2.1. Technical Data or Computer Software Rights Issues.** The Offeror shall provide information regarding any technical data or software computer right issues, as follows:

Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its proposal in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

**Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.**

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data and Computer Software to be furnished with restrictions*	Basis for Assertion**	Asserted rights category***	Name of person asserting restrictions****
(List)*****	(List)	(List)	(List)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to

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development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

An Offeror's failure to submit, complete, or sign the notification and identification required above with its offer may render the offer ineligible for award.

If the Offeror is awarded a contract, the assertions identified above shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**L.6.2.2. Authorized Offeror Personnel.** Provide the name, title and telephone number of the company/division POC regarding decisions made with respect to your proposal and who can obligate your company contractually. Identify the individual authorized to negotiate with the Government. Also provide the name, position, and contact information for the person or persons to be notified of the award decision by the Source Selection Authority or designated representative.

## Section L –Instructions, Conditions, and Notices to Offerors

- L.6.2.3. Government Offices.** Provide the mailing address, telephone numbers, fax numbers and facility codes for the cognizant Contract Administration Office, DCAA, and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).
- L.6.2.4. Company/Division Address, Identifying Codes, and Applicable Designations.** Provide company/division's street address, city, state, and country; facility code; CAGE code; DUNS code; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.
- L.6.3. SECTION 3: ORGANIZATIONAL CONFLICT OF INTEREST MITIGATION PLAN.** The Offeror shall identify any and all potential Organizational Conflicts of Interest and detail how each has been managed and will continue to be maintained to ensure to adequately mitigate risks of conflict as required by Section L.2.6.
- L.6.4. SECTION 4: COMPENSATION PLAN FOR PROFESSIONAL EMPLOYEES.** As instructed in Section L.2.3, the Offeror shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract.
- L.6.5. SECTION 5: ADVANCE AGREEMENT OR EARNED VALUE MANAGEMENT SYSTEM (EVMS) PLAN.** The Offeror shall provide the documentation required by Section L.2.5.
- L.7. PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL CAPABILITY AND APPROACH.**
- L.7.1. GENERAL.**
- L.7.1.1.** Volume II shall be divided into the following sections:
1. System Capability
  2. Systems Engineering
  3. Deployment and Transition
  4. Requirements Matrix

**L.7.1.2.** If the proposal exceeds threshold requirements in a way that the Offeror considers beneficial to the Government, clearly state this in the narratives and include appropriate supporting documentation. However, the Offeror should support any statement based on a clear understanding of the Coast Guard's missions and the requirements of this RFP. Items that exceed the threshold requirements may be incorporated as part of any resulting contract.

**L.7.1.3.** The Offeror shall provide narrative that is specific and complete so as to clearly demonstrate a thorough comprehension of all performance requirements and that the proposed solution for NAIS has the capability to effectively support the concept of operations, while conforming to design constraints and meeting requirements for performance, reliability and maintainability. In addition, the Offeror shall clearly articulate how the proposed solution, coupled with the systems engineering, deployment and transition approach effectively support the Government's multi-phased implementation strategy and Government-led permanent support strategy.

**L.7.2. SECTION 1: SYSTEM CAPABILITY.**

**L.7.2.1.** Provide a thorough and complete description of the proposed solution with narrative provided for each component of the proposed system, with statements to describe how the proposed NAIS meets or beneficially exceeds the requirements in the PSPEC. The Offeror shall provide a conceptual design. At a minimum, the design shall include:

**L.7.2.1.1.** The NAIS topology, identifying system components and the constituent services in a manner consistent with the components presented in the PSPEC; and, application architecture with software components which should build and add greater specificity to the proposed topology and the Services Oriented Architecture (SOA) described in the PSPEC.

**L.7.2.1.2.** Describe how the design supports modular open systems architectures, industry standards (i.e., open standards), configurability, scalability, service-oriented architecture (SOA), commercial product based maintainability, net-centricity, interoperability, technology insertion, and technology refresh throughout the system life-cycle. Also describe to what degree software applications are hardware/vendor agnostic.

**L.7.2.1.3.** Describe the associated design constraints (beyond those specified by the Government) applicable to the proposed solution, the technical and implementation risks.

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**L.7.2.1.4.** For each system component, the following information shall be provided:

**L.7.2.1.4.1.** A mapping of the system components and their functional capabilities to the PSPEC.

**L.7.2.1.4.2.** The source of the component. The Offeror shall provide the basis for recommending specific products based on any market research or analysis conducted.

**L.7.2.1.4.3.** The technical maturity of the component. The majority of components should be COTS/NDI while some others may require development and/or configuration for use in the USCG enterprise environment and to meet the PSPEC. The level of complexity and technical risks and required development associated with delivering each system component and capability shall be fully described. The technical maturity of each component should be demonstrated by providing specific examples of how those components have been successfully deployed within similar business or operational environments and how the requirements or constraints being imposed by the Government are relevant or are expected to influence a change to the existing component.

**L.7.2.1.4.4.** Design alternatives. Any sub-systems or system components that are conceptual must be clearly identified as such and a detailed description of the anticipated work associated with development, integration and testing provided. Additionally, the Offeror shall indicate the principal risks associated with successful development and integration of these components to meet cost, schedule and performance targets. If a component can be provided via multiple technical alternatives, provide a description of those options, the recommended alternative and basis for recommendation.

**L.7.2.1.4.5.** Specification of the component interface, including required inputs, expected outputs, assumptions and an indication as to whether the interface is internal to NAIS or external (i.e., accessible by non-NAIS components).

**L.7.2.1.4.6.** Identify any proposed component hardware or software that does not currently comply with Section 508 (for user interface components) or DHS and Coast Guard Enterprise Architecture (EA) Technology Reference Models (TRM) and Coast Guard IT Products Inventory (ITPI).

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**L.7.3. SECTION 2: SYSTEMS ENGINEERING.**

**L.7.3.1.** Describe the approach that will be used to progress the conceptual design to production baseline implementation. If subcontractors, teaming members or other stakeholders play a prominent role, describe their role and responsibilities. The approach description shall, at a minimum, address:

**L.7.3.1.1.** Systems Engineering Management and Design Planning. Critical systems engineering processes and plans for modeling (e.g., analyzing scalability, capacity, latency and availability requirements), designing, developing, building, integrating and testing a solution meeting SOW, PSPEC and other contractual requirements. In particular, address the System Development Life-Cycle processes and activities planned for integrating the proposed COTS/NDI components and developing any new software code needed to provide the capability offered with the proposed design. Also, address in specific terms how any constraints, uncertainties, technical risks associated with the proposed design will be resolved and mitigated in the design, development, integration, and test processes.

**L.7.3.1.2.** Testing and Evaluation Method. The proposed testing and evaluation method and specific actions to demonstrate and verify that the system delivered by the Offeror meets requirements for Enterprise Services, system modularity, services oriented architecture, and scalability as well as approach to conduct the integration testing among each Physical Shore Station (PSS), the Enterprise Data Center (EDC), the System Operation Center (SOC), and Sector Command Centers (SCCs).

**L.7.3.1.3.** Integrated Logistics Design and Planning. The proposed logistics design and planning approach to maximize the system's reliability, supportability and service life and support the Government's intended permanent support approach. In particular, address approach to ensure replacement components and parts will be available for long-term support, and availability of support data specified in the SOW. Also, highlight any features or methods of selecting equipment and applications that will allow the proposed NAIS to be more easily supported and maintained and contribute to lowering life cycle cost over the 15 year service life. Specifically identify any equipment or features proposed that reduce performance interventions, supply support or hardware and software maintenance requirements and efforts.

**L.7.4. SECTION 3: DEPLOYMENT AND TRANSITION.**

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**L.7.4.1.** Sector Coverage. The Offerors' proposal must specifically describe approach to conducting the assessment and analysis needed to recommend sites for a Sector that will enable required coverage to be met, in accordance with the PSPEC, at a minimum initial and life cycle cost to the government. Approach to conducting very high frequency (VHF) frequency modulation (FM) propagation analysis, site surveys, and recommending sites for Government approval to meet the NAIS system coverage requirements at a minimum life-cycle cost and environmental impact. Identify and describe the coverage model proposed to be used for Sector Coverage Design efforts. Provide a graphical print out of the coverage expected for the IOC Sectors, including all inputs, calibration factors and other assumptions. Describe other important factors in your analysis in addition to the factors that will contribute to the minimum lifecycle cost and environmental impact.

**L.7.4.2.** Core and Initial Operational Capability Implementation. Describe the approach that is proposed to be used to plan for, coordinate and implement the core capability and Initial Operational Capability. Describe the risks and complexities (e.g., associated with transition of Increment 1 to Increment 2) and how those are to be addressed to implement the Enterprise Data Center, System Operations Center, Physical Shore Station/Logical Shore Station capabilities for Initial Operational Capability.

**L.7.4.3.** Post-IOC Services. The Offeror's proposed approach for supporting the NAIS Project in reaching FOC. In particular, describe approach for continued systems engineering services post-IOC, addressing engineering changes, configuration management and technology insertion as required.

**L.7.4.4.** Transition. The Offeror's proposed approach to transition the NAIS and system documentation to the Government to facilitate full-scale deployment, implementation, operation and support.

**L.7.5. SECTION 4: REQUIREMENTS MATRIX.**

The Offeror shall complete Attachment J.24, indicating the traceability of the proposal section with each requirement of the PSPEC and SOW. Attachment J.24 is excluded from the page count limitation of Volume II of the proposal.

**L.8. PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III:  
MANAGEMENT CAPABILITY AND APPROACH.**

**L.8.1. GENERAL.**

**L.8.1.1.** Volume III shall be divided into the following sections:

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As of Amendment 7

1. Project Management Approach and Corporate Experience
2. Past Performance
3. Small Business Utilization

**L.8.2. SECTION 1: PROJECT MANAGEMENT APPROACH AND CORPORATE EXPERIENCE.**

**L.8.2.1. Project Management Approach.**

Describe the project management approach, organization and methodologies to meet or exceed the solicitation requirements, to include, at a minimum: staffing (including information requested in L.8.2.2), roles and responsibilities, teaming, subcontractor management, and project planning, monitoring, control, and execution (e.g., work breakdown structure, project scheduling, risk management, and project performance metrics).

**L.8.2.2. Key Personnel – Resumes.**

**L.8.2.2.1.** Key personnel are defined as follows: (1) Project Manager, (2) Lead Systems Engineer, (3) Lead Software Engineer, (4) Lead Logistician, and (5) Environmental Manager. The Offeror shall submit resumes for the five key personnel. Each resume is limited to two (2) pages and shall provide the following information:

- a. Name, years of experience, training, unique or special qualifications, current level of security clearance, positions held and tenure
- b. Degrees held and/or other pertinent education. Include date(s), degree(s), and identify the respective college or university from which the degree(s) were received.
- c. Work history as it relates to the anticipated SOW task(s) to be assigned to that individual.
- d. Show connection between individual work histories and the past performance information presented by the Offeror and all team members in the Past Performance Section of this Volume.
- e. Successful accomplishment of challenging tasks relevant to their work assignments.

**L.8.2.3. Corporate Experience and Capability.**

Describe demonstrated capability and accomplishments through examples of work completed in the past five years which demonstrate a proven knowledge in

**Section L –Instructions, Conditions, and Notices to Offerors**

AIS technology and the design, development, integration and implementation of AIS networks, especially in an SOA environment. Provide information on the scope, scale and complexity of past work in relation to this project.

**L.8.3. SECTION 2: PAST PERFORMANCE.**

**L.8.3.1. General.** The Offeror shall provide the Commercial and Government Entity (CAGE) codes and DUNS codes for itself and subcontractors. Also, the Offeror shall provide descriptions of no more than five (5) Government and/or commercial contracts relevant to the effort covered by this solicitation that are ongoing or that have been completed in the past five (5) years. The Offeror shall include past performance information for any major subcontractor (as defined by the SOW Section 3.1.1.2.14.3) of the proposed contract. This past performance information should be relevant to the scope of work that they will perform under the contract resulting from this solicitation.

**L.8.3.2. Relevant Contracts.** Relevant contracts ideally include those involving design and integration efforts utilizing AIS technologies, contracts involving site selection efforts to achieve radio frequency coverage, contracts involving hardware and software installations at multiple sites, and contracts involving software development and the configuration and integration of COTS/NDI hardware and software systems of a similar scope and complexity to that of the NAIS system. Include rationale supporting any assertion of relevance. Note that the Government will not consider performance on a current contract without a performance history of at least 12 months, or a completed contract that concluded more than five years before the date specified for receipt of proposals.

**L.8.3.3. Format.** The Offeror shall present the information for each contract in the following format:

- a. Name of Offeror or Subcontractor
- b. Program Title
- c. Contract Number
- d. Contract Type
- e. Contract Dollar Value
- f. Period of Performance
- g. Place of Performance
- h. Enter P if performed as a prime Contractor or S if performed as a subcontractor
- i. List of Key Personnel from L.8.2.2 that worked on the Program and their roles
- j. Contracting activity
- k. Customer points of contact with telephone numbers and email addresses for the Procurement Contracting Officer (PCO), the Administrative Contracting Officer (ACO) and the Program Manager (PM)

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1. Brief description of work performed. Explain the nature of the work involved and the extent the work involved is similar to the NAIS procurement in terms of technology, type of effort (development, production, and maintenance), contract scope and complexity, schedule and risk.
- m. Specific content regarding the contract effort as described in Section L.8.3.4.

**L.8.3.4. Specific Content.** Offerors shall explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the Offeror to resolve challenges encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a little or no confidence rating, since the problems encountered may have been on a more complex program, or an Offeror may have subsequently demonstrated the ability to overcome the problems encountered. The Offeror is required to demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the Offeror to be considered a higher confidence candidate. Submittal of quality performance indicators or other management indicators that supports that an Offeror has overcome past problems is required.

**L.8.3.5. Past Performance Questionnaires.** As soon as practicable, the Offeror shall send out Past Performance Questionnaires (see Attachment J.17) to each of the Offeror's and subcontractor's/teaming members' POC as identified for each relevant contract. The Offeror is urged to ensure that at least two POCs per relevant contract (Program Manager, Contracting Officer, Quality Manager, etc.) submit a Past Performance Questionnaire directly to the Government no less than 5 days prior to the date set for receipt of proposals. Failure to submit early proposal information will not result in Offeror disqualification. The completed Questionnaires shall be faxed by the relevant contract POC directly to the Contracting Officer, at FAX number (202) 475-3912. Offerors shall request POCs contact the Contracting Officer by phone (202) 475-3298 or e-mail, [Kerri.B.Williams@uscg.mil](mailto:Kerri.B.Williams@uscg.mil) prior to transmitting the Questionnaires.

**L.8.3.5.1.** For commercial contract references, a Client Authorization Letter must be included with the questionnaire to ensure their freedom to respond without liability. A sample of this letter is contained in Attachment J.17, Past Performance Package. The Offeror is required to send the client authorization letter with the Past Performance Questionnaire to each Point of Contact (POC) on commercial contracts. A separate copy of client authorization letter(s) for each commercial contract shall be included in the Offeror's proposal submission for the

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Government's use in the event that additional questionnaires need to be sent by the Government after proposal submittal.

- L.8.3.6.** Past performance information, including questionnaires, and the past performance sources are confidential and are not to be released to anyone outside the Government source selection team.

**L.8.4. SECTION 3: SMALL BUSINESS UTILIZATION.**

- L.8.4.1.** The Offeror shall submit a Subcontracting Plan addressing small business utilization in accordance with FAR 19.704. The successful Offeror's subcontracting plan will be incorporated as Attachment J.18 to the contract in accordance with the clause of Section I entitled "Small Business Subcontracting Plan (FAR 52.219-9).

- L.8.4.2.** The Subcontracting Plan shall include the Offeror's plans to meet the following Government established goals which are based on the total direct costs associated for the entire effort proposed under this contract:

- a. The degree of small business participation planned, against a 14% goal
- b. Plans to meet the 5% goal covering award to small disadvantaged business, women-owned small business, and service disabled veteran-owned small business concerns

- L.8.4.3.** The Offeror shall address its strategy for utilizing small business concerns in the performance of this contract. In this strategy, the Offeror shall describe:

- a. its approach to identifying small business concerns\*;
- b. the extent of participation of small businesses on this contract;
- c. the complexity and variety of the work small businesses are to perform;
- d. past experience in meeting proposed goals and what processes have been implemented to correct inabilities to meet proposed goals; and
- e. how this strategy is consistent with its proposed subcontracting plan and the proposed targets therein.

\*Efforts shall include, but not be limited to: sponsoring program specific outreach programs and industry conferences, and establishing Mentor-Protégé relationships with Small Disadvantaged and Woman Owned Small Businesses.

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**L.8.4.4.** The Offeror shall provide the following:

- a. its strategy for utilizing small business concerns;
- b. its Small Business Subcontracting Plan as an Attachment to its complete, executed Standard Form 33 Package and as an enclosure within Volume IV of its proposal;
- c. the September 30<sup>th</sup> Summary Subcontract Reports (SF 295) for the past five years; and
- d. for verification purposes, a listing of all proposed first tier subcontractors individually by name with their addresses and the appropriate business categories [large (LB), small (SB), SDB, woman owned small (WOSB), HUBZone (HUBZ), veteran-owned small (VOSB), service-disabled veteran-owned small (SD-VOSB), and Historically Black Colleges & Universities/Minority Institutions (HBCU/MI)]. The description of a small business concern is as set forth in 13 CFR 121.105 as determined by the Small Business Administration (SBA) size standard for the specific work being subcontracted. The Offeror shall list all applicable small business categories for which each subcontractor qualifies. NOTE: The Central Contractor Registration database (<http://www.ccr.gov>) will be utilized to verify the small business category or categories of the proposed small businesses in the table. A sample table is provided below:

Name of Subcontractor (1 <sup>st</sup> Tier only)	Address	Business Category (LB, SB, SDB, WOSB, HUBZ, VOSB, SD- VOSB, HBCU/MI) (List all that apply.)	Principal Product / Service to be Provided	Percent of Total Subcontracted Amount Including All SLINs and All Options
ABC Co.	123 Main St Uptown, CA 01234	LB		
XYZ Co.	456 First Ave Downtown, CA 01234	SB, SDB, WOSB		

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**L.9. PROPOSAL PREPARATION INSTRUCTIONS – VOLUME IV:  
COST/PRICE VOLUME.**

**L.9.1. General.**

**L.9.1.1.** Volume IV shall be divided into the following sections:

1. Completed Section B (CLIN Schedule)
2. Total Offered Price
3. Cost Proposal Worksheets
4. Price Volume Narration

**L.9.1.2.** The Cost/Price Proposal must be a self-contained document not relying on any other volumes for reference by the government evaluation team. Where sections from other volumes must be duplicated in the Cost/Price Proposal, such as the Contract Work Breakdown Structure, ensure the sections are the same in both volumes. Offeror(s)/Subcontractor submittals shall comply with all of the pertinent instructions for the preparation of a Cost/Price Proposal as contained herein.

**L.9.1.3.** CLINs/SLINs that require submission of labor rates shall be submitted in dollars and cents rounded to no more than two decimal places. CLINs/SLINs that require submission of a percentage rate shall be submitted as a decimal not to exceed four decimal places. All other CLIN/SLIN prices shall be submitted in whole dollars.

**L.9.1.4.** All proposals shall include a summary of the total costs by year, including a breakout by each cost element (direct labor, each indirect cost, other direct costs, subcontractor costs, materials and profit/fee). The cost/price proposal must be mathematically correct and all parts must be numerically consistent.

**L.9.1.5. Other Than Certified Cost or Pricing Data.**

**L.9.1.5.1.** In accordance with FAR 15.403-1 (b) (1), the contracting officer expects adequate price competition. Therefore, as stated in FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Alternate IV) incorporated at L.2, submission of certified cost or pricing data with the proposal is not required. However, the government reserves the right to require the submission of certified cost or pricing data if the Contracting Officer later determines that none of the exceptions listed at FAR 15.403-1 Prohibition on Obtaining Cost or Pricing Data apply.

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**L.9.1.5.2.** Other than certified cost or pricing data is required for the Contracting Officer to perform a cost realism analysis. The purpose of the cost realism analysis is to determine that the Offeror/Subcontractor fully understands the requirements of the solicitation and has the ability and capacity to successfully perform the contract at the offered costs and prices. It is the responsibility of the Offeror/Subcontractor to provide convincing evidence supporting this conclusion. Therefore, the information requested herein is required from the Offerors/Subcontractors as applicable.

**L.9.1.5.3.** Other than certified cost or pricing data is required from the Offeror and from each major subcontractor, interdivisional transfer, and vendor (hereinafter referred to as subcontractor(s)) regardless of tier, whose total price for all effort in response to this solicitation exceeds \$11.5 million dollars.

**L.9.1.5.4.** The Offeror shall inform all subcontractors of this requirement and will direct all subcontractors who meet the required threshold, to submit the required data directly to the Prime Offeror. If the Subcontractor considers the material to be proprietary and does not want this information disclosed to the Prime Offeror, the Subcontractor may submit the material under signature seal to the Prime Offeror with the package clearly marked as "Proprietary: to be Opened Only by the Government's Price Evaluation Team." The Prime Offeror will then submit this unopened data as part of its Cost/Price Proposal.

**L.9.1.5.5.** When applicable, the Subcontractor's signature-sealed submittal will be properly identified on its outside cover with the name of the Subcontractor, the name of the Prime Offeror to which the submitted information is applicable, the name of solicitation (NAIS) and the Solicitation Number (HSCG23-08-R-ADA011). Inside the Subcontractor's submittal, the Subcontractor will provide a point of contact and the appropriate contact information (name, mailing address, voice and fax phone numbers, and email address).

**L.9.1.5.6.** Other than certified cost and pricing data will be submitted by the Offeror/Subcontractor in the Offeror's/Subcontractor's format. This information shall be the most current information available prior to submission.

**L.9.1.5.7.** Submitted information will show the applicable labor rate, fringes, all overheads, general and administrative costs, profit, and any other factors applied to the labor rates. Labor rates shall be verifiable through the submission of payroll data and/or documentation of forward pricing agreements. Fringes, all overheads, general and administrative costs, profit, and any other factors applied to the labor

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rates shall be verified from the submission of a DCAA audit report or a report from an independent auditor. If the Offeror/Subcontractor has reached an agreement with Government representatives on the use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

**L.9.1.6. Adequate Price Competition.**

**L.9.1.6.1.** Offerors shall provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) meeting or exceeding the previously defined thresholds for submitting other than cost or pricing data. For inter-organizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

**L.9.1.6.2.** Subcontractors who meet or exceed the previously defined thresholds for submitting other than certified cost or pricing data (see L.9.1.5.3) shall provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) meeting or exceeding the previously defined thresholds for submitting other than cost or pricing data. For inter-organizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

**L.9.2. SECTION 1: COMPLETED SECTION B CLIN SCHEDULE.**

Offerors shall submit a completed copy of Section B, CLIN Schedule. Offerors shall not change the contract types provided in Section B. Prices, rates, and/or fees must be provided for all contract line items (CLINs/SLINs). The values for prices, rates, and/or fees contained in the submitted copy of Section B must accurately represent the information contained in the Offeror(s)/Subcontractor(s) Cost Proposal Worksheets (CPW).

**L.9.3. SECTION 2: TOTAL OFFERED PRICE (TOP).**

Total Offered Price. Provide a computation of Total Offered Priced (TOP), as defined in Section M.5.3).

**L.9.4. SECTION 3: COST PROPOSAL WORKSHEETS (CPW).**

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- L.9.4.1.** The Offeror(s)/Subcontractor(s) are required to provide CPW using Microsoft Excel version 2003 to prepare their cost/price proposal. The CPW will consist of one or more Microsoft Excel workbooks with multiple worksheets that provides for the cost/price modeling of all requirements defined by Section 3 of the SOW and is capable of producing the CLIN/SLIN prices offered in Schedule B (summation of some elements is required).
- L.9.4.2.** When completed by the Offeror(s)/Subcontractor(s) the CPW shall provide a detailed cost buildup of all requirements for the base period and all option periods. The CPW shall be sufficiently expanded to the level determined by the Offeror to be necessary, when combined with the accompanying Price Volume Narration (PVN), to convincingly demonstrate that the Offeror/Subcontractor fully understand the requirements of the solicitation. The CPW shall address all hours and rates pertinent to labor, material, major equipment, subcontracted effort, or other items proposed. It must correlate to the Technical and Management Volumes and to the Price, Management and Technical evaluation factors as defined in Section M.
- L.9.4.3.** Subcontractors who meet the threshold requirement to submit other than cost or pricing data, are required to provide CPW using Microsoft Excel version 2003 to model their cost proposal. The CPW and the subcontractor's PVN must be sufficiently detailed to demonstrate that the Subcontractor fully understands the requirements of the solicitation and correlates to the Price, Management and Technical evaluation factors as defined in Section M.
- L.9.4.4.** The CPW shall include indirect cost rates. Offeror(s)/Subcontractor(s) shall explain the methodology for determining these rates and show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates in the PVN.
- L.9.4.5.** Identify in the CPW all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, Federal excise tax on finished articles, etc.). Use the narrative of the PVN to explain the basis for pricing these additional items.
- L.9.4.6.** The CPW shall be self contained and must not rely on external data or links to external sources in its computations. If the CPW consists of multiple workbooks, links to associated files are acceptable. When pasting information into the CPW from an external source, verify that external links are not inadvertently pasted into the CPW.
- L.9.4.7.** Offeror(s)/Subcontractor(s) shall provide a Labor Table within the CPW that includes proposed labor rates for each level of every proposed labor category in the Technical Volume. The proposed rates must be greater
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than zero and must progress in value from the lowest rate at the lowest experience/seniority level in a labor category to the highest rate as determined by the Offeror/Subcontractor at the highest proposed level of experience/seniority in the same labor category.

**L.9.4.8.** All computations and/or concatenations based on data inputs must be done with formulas. These formulas must not be converted to values or text and all cells shall be un-locked so as to facilitate the Government's determination that the CPW have been constructed with generally acceptable mathematical assumptions and calculations.

**L.9.4.9.** The formulas in the CPW shall round labor rate CLINs/SLINs to no more than two decimal places, shall round input or computed hour values to no more than two decimal places, shall round percentage rate CLINs/SLINs to no more than four decimal places, and shall round other dollar CLINs/SLINs to whole dollars.

**L.9.4.10.** Due to the anticipated size and complexity of the Offeror(s)/Subcontractor(s) CPW, it shall be submitted in electronic format only.

**L.9.5. SECTION 4: PRICE VOLUME NARRATION (PVN).**

**L.9.5.1.** The Offeror shall provide a PVN to narrate and/or explain inputs to the Offeror(s)/Subcontractor(s) CPW. The PVN is to be used to explain the basis for estimated hours, labor rates, labor categories, burden rates, escalation, etc. Where and when applicable, repetitive explanations are not required, an electronic bookmark to prior information is acceptable.

**L.9.5.2.** The PVN shall include an index, appropriately referenced, of all the information accompanying or identified in the Cost/Price Proposal.

**L.9.5.3.** The PVN shall provide a clear and convincing explanation supporting the Offeror/Subcontractor's understanding of the requirements of the solicitation and that they have the ability and capacity to successfully perform the contract at the offered price. Where and when applicable this shall include, but is not limited to:

**L.9.5.3.1.** An explanation of the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data.

**L.9.5.3.2.** A proposed labor rate in the Cost/Price Proposal for each level of every proposed labor category in the Technical Volume. The proposed rates must be greater than zero and must progress in value from the lowest rate at the lowest experience/seniority level in a labor category to the

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highest rate as determined by the Offeror/Subcontractor at the highest proposed level of experience/seniority in the same labor category.

- L.9.5.3.3.** For every level of a labor category where the Offeror/Subcontractor has proposed a rate, the PVN shall include a description of the level of experience/seniority for the labor category and documentation or narration describing the basis of the rate.
- L.9.5.3.4.** A narrative of the hours associated with a particular task and the basis for the proposed hours including; an explanation as to whether or not the task is subject to improvement or learning, what rate of improvement has been used, the statistical data supporting the rate of improvement, and the distribution curve of the hours.

**END OF SECTION L**

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION M – EVALUATION FACTORS FOR AWARD**

**Section M – Evaluation Factors for Award**

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## **Part IV – REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION M – EVALUATION FACTORS FOR AWARD**

#### **M.1 PROCEDURES FOR AWARD**

Proposals shall be submitted in accordance with the instructions in Section L. A Proposal may be rejected as grossly deficient if the Contracting Officer determines that the Proposal does not materially comply with the instructions.

#### **M.2 BASIS FOR AWARD**

The Government will select for award the proposal that is most advantageous and represents the best overall value to the Government, based on the evaluation factors and subfactors in Section M.5. Within the best value continuum, the Government will employ a tradeoff analysis. The Source Selection Authority will determine which proposal is most advantageous to the Government.

In order to be eligible for award, a proposal must comply in all material respects with the requirements of law, regulation and the terms and conditions set forth in this solicitation; and the Offeror must be determined responsible according to the standards set forth in FAR Subpart 9.1. To be determined responsible, the division(s) or branch(es) of the Offeror responsible for the NAIS development shall have a system development and software development capability process, formally assessed by an independent organization to at least SEI CMMI-DEV v1.2, Level 3, and have received ISO 9001 certification.

#### **M.3 SOURCE SELECTION PROCESS**

Upon receipt, the Government will review proposals for compliance with the solicitation, focusing on the instructions set forth in Section L, Instructions, Conditions and Notices to Offerors. Following this initial review an in-depth evaluation of the proposals will be performed. The Government intends to award one contract based on the overall best value to the Government, price and other factors considered by using a tradeoff analysis.

#### **M.4 EVALUATION**

Each proposal will be evaluated to assess the Offeror's ability to design, develop, integrate, implement and provide initial support of the Nationwide Automatic Identification System in accordance with the Government requirements. Proposals will not be scored or ranked. Proposals will be evaluated based on the Technical Capability and Approach, Management Capability and Approach and Cost/Price factors and their subfactors identified below.

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The Technical Capability and Approach Factor is more important than the Management Capability and Approach Factor. Within the Technical Capability and Approach Factor, all the subfactors are of equal importance. Within the Management Capability and Approach Factor, Project Management Approach and Corporate Experience and Past Performance subfactors are of equal importance and are each more important than the Small Business Utilization subfactor. When combined, the Technical Capability and Approach and Management Capability and Approach factors are significantly more important than cost/price.

The evaluation of all factors and subfactors will assess the risk associated with the proposal.

## **M.5 FACTORS AND SUBFACTORS TO BE EVALUATED**

### **M.5.1 Factor 1 – Technical Capability and Approach**

Subfactor A: System Capability

Subfactor B: Systems Engineering

Subfactor C: Deployment and Transition

### **M.5.2 Factor 2 – Management Capability and Approach**

Subfactor A: Project Management Approach and Corporate Experience

Subfactor B: Past Performance

Subfactor C: Small Business Utilization

### **M.5.3 Factor 3 – Cost/Price**

The Government will evaluate the Offeror's Cost/Price Volume for completeness (i.e., compliance with the Cost/Price instruction in Section L), price reasonableness, cost realism, and unbalanced pricing. Proposals will not be scored, ranked, nor rated.

Cost/Price reasonableness will be established by competition and determined primarily by comparison with other offers submitted. The proposed costs/prices also will be compared with the Independent Government Cost Estimate (IGCE).

Cost realism analyses will be conducted in accordance with FAR 15.404-1(d). Cost realism will be established by analysis of the costs submitted in the Cost/Price Volume to determine whether the estimated proposed cost elements reflect a clear understanding of the requirements; are realistic for the work to be performed; and are consistent with the methods of performance and materials described in the Offeror's technical proposal. Proposed costs may be adjusted to reflect probable costs, and if such an adjustment is made, the probable costs shall be used in the evaluation to determine best value.

Unbalanced Pricing will be established through the application of cost and/or price analysis techniques. Unbalanced pricing exists when, despite an acceptable total evaluated price, the cost of one or more contract line items is significantly overstated or

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understated and poses an unacceptable risk to the Government. The Government may determine that a proposal is unacceptable if the proposed costs/price is materially unbalanced between line items or sub-line items within a pricing period, or between line items or sub-line items for the basic requirement and any option period.

In evaluating offers, the Government will use a Total Evaluated Price (TEP), based on the Total Offered Price (TOP), which includes FFP, CPIF, CPFF and cost only (travel) CLINs.

Total Offered Price (TOP) will be calculated by summing the Base Period and Option Periods One through Six under Section B. The CLINs below represent options for Sectors which appear in two contract periods. To calculate the TOP, we will use half of the offered CLIN cost/price for each of the two periods. The affected CLINS are as follows:

0011 – 0013; 1011 – 1013  
1018 - 1021; 2018 – 2021  
2024 – 2027; 3024 – 3027  
3030 – 3033; 4030 – 4033  
4036 – 4039; 5036 – 5039  
5041 – 5043; 6041 – 6043

The Total Evaluated Price (TEP) will be the Total Offered Price (TOP) plus or minus any adjustments for probable cost, plus any adjustment in accordance with FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns; and in accordance with FAR 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns as incorporated in Section I.1 and the following adjustments:

The CLINS below represent options for Sectors which appear in two contract periods. To calculate the TEP, we will use half of the evaluated CLIN cost/price for each of the two periods. The affected CLINS are as follows:

0011 – 0013; 1011 – 1013  
1018 - 1021; 2018 – 2021  
2024 – 2027; 3024 – 3027  
3030 – 3033; 4030 – 4033  
4036 – 4039; 5036 – 5039  
5041 – 5043; 6041 - 6043

## **M.6 CLAUSES INCORPORATED BY FULL TEXT**

**52.217-5 EVALUATION OF OPTIONS (JUL 1990).** Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all

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options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**END OF SECTION M**